City of West University Place

A Neighborhood City

City Council Meeting Agenda

Notice is hereby given of a regular City Council meeting of West University Place to be held on **Monday, September 10, 2018** beginning at **6:30 p.m.** in the **Municipal Building** located at 3800 University Boulevard, West University Place, Texas, for the purpose of considering the following agenda items

Note: All agenda items are subject to action. The City Council reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

Call to Order
Pledge of Allegiance
Matters related to the notice of this meeting

Agenda items are as follows:

RECESS REGULAR MEETING OF THE CITY COUNCIL AT APPROXIMATELY 6:30 P.M. TO CONVENE A MEETING OF THE CITY OF WEST UNIVERSITY PLACE EMPLOYEE BENEFITS TRUST (EBT) FOR WHICH A SEPARATE EBT AGENDA HAS BEEN POSTED.

RESUME REGULAR MEETING AFTER ADJOURNING EBT MEETING

1. **Transfer of Funds to Employee Benefits Trust**
   Matters related to the consideration and action on authorizing the transfer of funds from the City of West University Place to the City of West University Place Employee Benefits Trust to pay for employee-related benefits beginning with the October 2018 contribution. *Recommended Action: Authorize the transfer of funds.* ***Mr. James Urban, Human Resources Director and Mr. Julian Fontana, IPS Advisors*** [see Agenda Memo 1]

2. **Public Comments**
   This is an opportunity for citizens to speak to Council relating to agenda and non-agenda items. If the topic the speaker wishes to address is on the agenda, the speaker can either speak at this time or defer his/her comments until such time the item is discussed. Speakers are advised that comments cannot be received on matters which are the subject of a public hearing once the hearing has been closed. Public comments must be kept relevant to the subject before the Council. The presiding officer shall rule on the relevance of comments. Persons making irrelevant, personal, impertinent, or slanderous remarks may be barred by the presiding officer from further comment before the Council during the meeting. Speakers are required to register in advance and must limit their presentations to three minutes each.

3. Buffalo Speedway Renovation Project

Matters related to awarding a contract to provide engineering services required for the preparation of plans, specifications and estimates and related documents for the Buffalo Speedway Renovation Project. *Recommended Action: Award contract for project.* ***Mr. Dave Beach, Assistant City Manager/Public Works Director*** [see Agenda Memo 3)

4. Memorandum of Understanding (MOU) with Southside Place

Matters related to a Memorandum of Understanding with the City of Southside Place in regards to drainage infrastructure improvements along Auden Street between University Boulevard and Bellaire Boulevard (the Auden Street Drainage Project). *Recommended Action: Discuss and take any desired action.* ***Mr. Aaron Taylor, Fire Chief*** [see Agenda Memo 4]

5. Certified Appraisal Roll

Matters related to a resolution acknowledging receipt of the appraisal roll, the assessor-collector's certificate and notice of a public hearing. *Recommended Action: Approve resolution acknowledging receipt of appraisal roll and notice of public hearings, accept the 2018 Certification of Estimated Collection Rate from Harris County Tax Office, and accept Notice of the 2018 Tax Year Proposed Property Tax Rate as calculated by the City's Tax Assessor/Collector.* ***Ms. Marie Kalka, Finance Director*** [see Agenda Memo 5]

6. Record Vote on Tax Rate and Set Public Hearings

Matters related to a resolution recording vote on tax rate on the proposed "not to exceed" tax rate of $0.33048 and scheduling public hearings. *Recommended Action: Adopt resolution recording vote on the "not to exceed" tax rate of $0.33048 and calling public hearings for October 1, 2018 at 6:30 p.m. and on October 8, 2018 at 6:30 p.m.* ***Ms. Marie Kalka, Finance Director*** [see Agenda Memo 6]

7. Set Public Hearing for 2018 Budget

Matters related to scheduling a public hearing on October 15, 2018 at 6:30 p.m. to hear comments on the 2018 City Budget. *Recommended Action: Schedule a Public Hearing for October 15, 2018 at 6:30 p.m. to hear comments on the City's 2019 Budget.* ***Ms. Marie Kalka, Finance Director*** [see Agenda Memo 7]

8. Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election

Matters related to City Council voting on representatives to serve on the Texas Municipal League Intergovernmental Risk Pool (TMLIRP) Board of Trustees or delegating such authority to the City Manager. *Recommended Action: Designate authority for the city manager to vote on TMLIRP Board of Trustees on behalf of City Council.* ***Mr. M. Chris Peifer, City Manager*** [see Agenda Memo 8]

9. Consent Agenda

All Consent Agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council member requests in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

A. City Council Minutes

Approve City Council Action Minutes of August 27, 2018. *Recommended Action: Approve Minutes.* ***Ms. Thelma Gilliam, City Secretary*** [see Action Minutes]

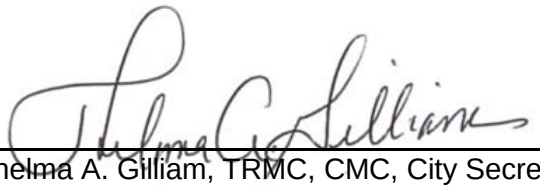
B. Appointing/Reappointing Members to the Friends of West U Parks Fund, Inc.

Matters related to adoption of a resolution appointing/reappointing members to the Friends of West U Parks Fund, Inc. *Recommended Action: Appoint Dan Fertig to Position 20 and Sarah Knysh to Position 9 and Reappoint Stephen Jacobson to Position 10, Christi Young to Position 11, Mitra Woody to Position 18 and Kara Schaefer to Position 19 with all terms ending August 31, 2021.* ***Ms. Thelma A. Gilliam, City Secretary*** [see Agenda Memo 9B]

10. Adjourn

In compliance with the Americans with Disabilities Act, if you plan to attend this public meeting and you have a disability that requires special arrangements, please contact City Secretary Thelma Gilliam at 713.662.5813 at least 24 hours prior to the meeting so that reasonable accommodations can be made to assist in your participation in the meeting. The Council Chambers is wheel chair accessible from the west entrance and specially marked parking spaces are available in the southwest parking area. Special seating will be provided.

I certify that the attached notice and agenda of items to be considered by the West University Place City Council on September 10, 2018 was posted on the Municipal Building bulletin board on September 7, 2018 at approximately 3:00 o'clock p.m.



(SEAL) Thelma A. Gilliam, TRMC, CMC, City Secretary

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF WEST UNIVERSITY PLACE, TEXAS

AGENDA OF:	September 10, 2018	**AGENDA ITEM:**	
DATE SUBMITTED:	September 7, 2018	**DEPARTMENT:**	City Administration
PREPARED BY:	James Urban, Human Resources Director	**PRESENTER:**	Julian Fontana, IPS Advisors And James Urban, Human Resources Director
SUBJECT:	**Transfer of Funds from City of West University Place to the City of West University Place Employee Benefits Trust to pay for employee related medical, dental, life, disability, AD&D, and vision plans.**		
ATTACHMENTS:	Employee Benefits Renewal Summary 2018-2019		

EXPENDITURE REQUIRED:	$2,120,300 (approximate) based on current participation levels (vacancies, retirees, and any employee changes during open enrollment can change actual city contribution total).
AMOUNT BUDGETED:	$2,120,300
ACCOUNT NO.:	510-1000-71510 (Employee Medical) 510-1000-71511 (Retiree Medical) 510-1000-71513 (Employee Dental) 510-1000-71514 (Employee Vision) 510-1000-71516 (Life, AD&D and Disability)
ADDITIONAL APPROPRIATION REQUIRED:	N/A
ACCOUNT NO.:	N/A

EXECUTIVE SUMMARY

The action formalizes the process of funding the City of West University Place Employee Benefits Trust through a transfer of funds from the City of West University Place. The total estimated annual increases (decreases) for each plan are as follows:

- Medical (BCBS): $33,464
- Dental (Guardian): ($6,503)
- Vision (Superior): No Change
- Life, AD&D, Short-Term and Long-Term Disability (SunLife): $4,071

The approximate net increase to these benefits for the plan year beginning on 10/01/2018 through 9/30/2018 is $31,032.

RECOMMENDATION

Staff recommends that City Council authorize the continued transfer of funds on a monthly basis from the City of West University Place to the City of West University Place Employee Benefits Trust beginning with the October 2018 contribution.

CITY OF WEST UNIVERSITY PLACE
EMPLOYEE BENEFITS RENEWAL SUMMARY 2018-2019

Medical Plan – Blue Cross Blue Shield of Texas

The medical plan renewal offered by BCBS was originally submitted to the City at a +8.9% increase. IPS/HUB reviewed and determined that the rates included 3% commission and requested that this be removed/net from the rates based on our Consulting based fee agreement with the City. Based on IPS/HUB's leverage with BCBS, we requested a further reduction to the proposed renewal increase and were successful in negotiating a +2% increase for the 2018-2019 plan year. The total estimated annual medical premium increase is $33,464.

Dental Plan – Guardian

The dental plan with Guardian was the only benefit still consolidated under the combined 172 Trust arrangement. This plan is being converted to a direct contract with Guardian effective 10/1/2018. Upon review of the plan documents IPS/HUB identified that the rates included 5% commission and requested that it be removed/net from the rates based on our Consulting based fee agreement with the City. The dental plan will renew at a -5% decrease in premium for the 2018-2019 plan year, an estimated annual reduction of $6,503.

Vision Plan - Superior Vision

The vision plan with Superior Vision renewed in 2017 with a +4% increase is under a 4-year rate guarantee through September 2021.

Life and AD&D, Short Term Disability, Long Term Disability - Sun Life

The Life and AD&D plan is under a rate guarantee through 2019 and the current rates will continue for the 2018-2019 plan year. The Short Term Disability plan received a rate pass for the 2018-2019 plan year. Sun Life's renewal for the Long Term Disability plan is a +29% increase for the 2018-2019 plan year based on claims of $42,464 versus premium of $28,927 equaling a loss ratio of 147% for the period 10/2016 – 9/2018. The estimated annual increase in Long Term Disability premium is $4,071.

Employee Assistance Plan – UTEAP

The Employee Assistance plan through UTEAP is under a rate guarantee and the contract will continue at the current rate for the 2018-2019 plan year.

Due to time constraints following award of the Consulting contract and the plan renewal effective date of 10/1 IPS/HUB was unable to perform an Request for Proposal (RFP).

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF WEST UNIVERSITY PLACE, TEXAS

AGENDA OF:	09/10/2018	**AGENDA ITEM:**	3
DATE SUBMITTED:	09/05/2018	**DEPARTMENT:**	Public Works
PREPARED BY:	D. Beach, ACM / PW Director	**PRESENTER:**	D. Beach, Assist. City Manager/PW Dir.
SUBJECT:	**Buffalo Speedway Reconstruction Project**		
ATTACHMENTS:	**1.** Engineering Proposal **2.** TXDOT Recommendation Letter		

EXPENDITURE REQUIRED:	$1,737,090
AMOUNT BUDGETED:	$2,881,500
ACCOUNT NO.:	325-7000-85010 Transportation Improv. Fund
ADDITIONAL APPROPRIATION REQUIRED:	N/A
ACCOUNT NO.:	N/A

EXECUTIVE SUMMARY

In 2015, the City of West U applied for a grant with the U.S. Department of Transportation (USDOT) for the reconstruction of Buffalo Speedway. In early 2016, the City received notification that the grant in the amount of $11,576,866 was approved and the Advanced Funding Agreement (AFA) with the Texas Department of Transportation (TXDOT) was approved by the City in December 2016. This grant requires a 20% match from the City with the TXDOT administering a majority of the project.

Below is a breakdown of the project phases and estimated cost for the 2015 awarded grant:

2015 ESTIMATED COST	Fed's Portion	State's Portion	City's Portion	TOTAL
Design	$1,104,560	$0	$276,140	$1,380,700
Construction	$7,415,200	$0	$1,853,800	$9,269,000
State - Direct Cost	$736,880	$6,066	$184,220	$927,166
	$9,256,640	$6,066	$2,314,160	$11,576,866

The terms of the AFA required the City to select the design engineering firm using a Request for Qualification (RFQ) procedures utilizing federal requirements after approval of TXDOT. In the fall of 2017 issued the RFQ and received Statement of Qualifications from the four firms (S&B Infrastructure, Freese and Nichols, Inc., Dannenbaum Engineering Corp. and Jones & Carter, Inc.).

After careful review of qualifications, experience with similar projects, references and interviews; City Staff selected Freese and Nichols of Houston to be the design engineer. Freese and Nichols and their identified project manager have over 30 years of experience in managing roads projects similar to ours. Recently the project manager completed the $33.5 million 5.2 miles Dixie Farm Road Reconstruction and the $33 million 3.5 miles McHard Road Extension in Pearland and further back managed the Auden Street and Edloe Street Road Reconstruction Project for the City of Southside Place.

Over the last 11 months, the City has met with the selected engineer and TXDOT officials to come to an acceptable scope of work and price. TXDOT has the final authority and determined that the "contract adequately describes the project and that the contract is for a fair and reasonable price" and are requesting the City proceed to execute the contract in the amount of $1,737,090 with Freese and Nichols.

The current proposal is in the amount of $1,737,090 is $356,390 higher than the 2015 estimate of $1,380,700. This increase is due to several of the following factors: extension of the project south of Bellaire Blvd. to Poor Farm Ditch (original grant was from Bissonnet Street to Bellaire Blvd); holding three public meetings instead of one meeting; design associated with aesthetics enhancements (ornamental streetlights, traffic signals, pavers, entryway signage, etc.) and length of time between the initial grant application in early 2015 and the award of the engineering contract in late 2018.

Below is a revised breakdown of the project phases and estimated cost for 2018:

2018 ESTIMATED COST	Fed's Portion	State's Portion	City's Portion	TOTAL
Design	$1,104,560	$0	$632,530	$1,737,090
Construction	$7,415,200	$0	$1,853,800	$9,269,000
State - Direct Cost	$736,880	$6,066	$184,220	$927,166
Subtotal Road Reconstruction:	$9,256,640	$6,066	$2,670,550	$11,933,256
Drainage Improvements	$0	$0	$15,200,000	$15,200,000
Subtotal Drainage Improvements:	$0	$0	$15,200,000	$15,200,000
TOTAL EST. PROJECT COST:	**$9,256,640**	**$6,066**	**$17,870,550**	**$27,133,256**

TXDOT and USDOT have a process to request an increase in the grant awarded due to the length of time between award and construction. While we believe that we will be able to recoup some of the increase in design cost due to time; we will not be able to recoup all of the increase.

> *As a reminder, the extension of the roadway was based upon the discussion during the Citywide Drainage Study Workshops, which extends the proposed drainage improvement from Bellaire Blvd. to Poor Farm Ditch. Construction of the complete improvements with the Buffalo Speedway Project provides estimated savings of approximately $500,000 then constructing these improvements as standalone project at a later date.*

The agreement has been reviewed and approved as to legal form by our City Attorney.

RECOMMENDATION

Staff recommends that the City Council approve the Engineering Agreement with Freese and Nichols, Inc. in the amount of $1,737,090 and authorizes the City Manager to execute the agreement.

CONTRACT FOR ENGINEERING SERVICES

THE STATE OF TEXAS §§

COUNTY OF HARRIS §§

THIS CONTRACT FOR ENGINEERING SERVICES is made by and between City of West University Place, 3826 Amherst Street, West University Place, Texas 77005, hereinafter called "City," and Freese and Nichols, Inc. hereinafter called "Engineer," for the purpose of contracting for engineering services.

W I T N E S S E T H

WHEREAS, Government Code, Chapter 2254, Subchapter A, "Professional Services Procurement Act," provides for the procurement of engineering services; and

WHEREAS, the City desires to contract for engineering services generally described as **Buffalo Speedway Reconstruction;** and,

WHEREAS, the City has selected the Engineer to provide the needed services and the Engineer has agreed to provide the services subject to the terms and conditions hereinafter set forth.

A G R E E M E N T

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the City and the Engineer do hereby mutually agree as follows.

ARTICLE 1. SCOPE OF SERVICES. The City and the Engineer will furnish items and perform those services for fulfillment of the contract as identified in Attachment B, Services to be Provided by the City and Attachment C, Services to be Provided by the Engineer. All services provided by the Engineer will conform to standard engineering practices and applicable rules and regulations of the Texas Engineering Practices Act and the rules of the Texas Board of Professional Engineers.

ARTICLE 2. CONTRACT PERIOD. This contract becomes effective when fully executed by all parties, and it will terminate on completion of all obligations by all parties. Any work performed, or cost incurred before or after the contract period will be ineligible for reimbursement.

ARTICLE 3. COMPENSATION.

A. Maximum Amount Payable. The maximum amount payable under this contract without modification is shown in Attachment E, Anticipated Maximum Fee. All payments are contingent upon the availability of appropriated funds.

B. Notice to Proceed. The Engineer may not begin work under this contract until authorized in writing by the City to proceed as provided in Attachment A, General Provision, Article 2,

Notice to Proceed.

C. Basis of Payment. The basis of payment is identified in Attachment E, Anticipated Maximum Fee. Reimbursement of costs will be made in accordance with Attachment E, Anticipated Maximum Fee.

D. Reimbursement of Eligible Costs. To be eligible for reimbursement, the Engineer's costs must (1) be incurred in accordance with the terms of Attachment C, Services to Be Provided by Engineer; (2) be in accordance with Attachment E, Anticipated Maximum Fee; and (3) comply with cost principles set forth at 48 CFR Part 31, Federal Acquisition Regulation (FAR 31). Satisfactory progress of work will be maintained as a condition of payment.

E. Engineer Payment of Subproviders. No later than 10 days after receiving payment from the City, the Engineer will pay all subproviders for work performed under a subcontract authorized by this contract. The City may withhold all payments that have or may become due if the Engineer fails to comply with the ten-day payment requirement. The City may also suspend the work under this contract until subproviders are paid. This requirement also applies to all lower tier subproviders, and this provision must be incorporated into all subcontracts.

ARTICLE 4. PAYMENT REQUIREMENTS

A. Monthly Billing Statements. The Engineer may request reimbursement of costs incurred by submitting the original and one copy of an itemized billing statement in a form acceptable to the City. The Engineer is authorized to submit requests for reimbursement no more frequently than monthly and no later than 90 days after costs are incurred.

B. Billing Statement. The billing statement will show the total amount earned to the date of submission, and the amount due and payable as of the date of the current billing statement. The Engineer's billing statement will indicate if the work has been completed or if the billing is for partial completion of the work at the cost set forth in Attachment E, Anticipated Maximum Fee. For cost plus fixed fee contracts, any portion of the fixed fee not previously paid will be included in the final payment unless the contract is terminated before the work is completed. In that case, the fixed fee will be paid in proportion to the percentage of work completed.

C. Overhead Rates. The Engineer will use the provisional overhead rate indicated in Attachment E, Anticipated Maximum Fee. If a periodic escalation of the provisional overhead rate is specified in Attachment E, the effective date of the revised provisional overhead rate must be included. For lump sum contracts, the overhead rate remains unchanged for the entire contract period.

D. Thirty Day Payments. Upon receipt of a billing statement that complies with all requirements set forth in this Article, the City will make a good faith effort to pay the amount that is due and payable within thirty days.

E. Withholding Payments. The City reserves the right to withhold payment of the Engineer's billing statement in the event of any of the following: (1) if a dispute over the work or cost of the work is not resolved within the 30 day period; (2) pending verification of satisfactory work performed; (3) the Engineer becomes a delinquent obligor as set forth in

Section 231.006 of the Family Code; (4) required reports are not received; or (5) the Texas Comptroller of Public Accounts will not issue a warrant to the Engineer. In any event that payment is withheld, the City will notify the Engineer and give a remedy that would allow the City to release the payment.

F. Required Reports. The Engineer will submit a separate report with each billing statement showing the percent of the work accomplished during the billing period and the percent completion to date, and any additional written report requested by the City to document the progress of the work. In addition, the Engineer will provide all required forms that the City will be required to submit to the Texas Department of Transportation for reimbursement.

G. Debt to the City. If the State Comptroller of Public Accounts is prohibited from issuing a warrant to the Engineer because of a debt owed to the City, the City will apply all payment due the Engineer to the debt or delinquent tax until the debt or delinquent tax is paid in full.

ARTICLE 5. SIGNATORY WARRANTY. The undersigned signatory for the Engineer hereby represents and warrants that he or she is an officer of the organization for which he or she has executed this contract and that he or she has full and complete authority to enter into this contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing the City to enter into this contract.

ARTICLE 6. NOTICES. All notices to either party by the other required under this agreement will be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

City: City of West University Place
Attn: Assistant City Manager
3826 Amherst Street
West University Place, Texas 77005

Engineer: Freese and Nichols, Inc.
11200 Broadway, Ste. 2320
Pearland, Texas 77584

All notices will be deemed given on the date the notice is delivered or deposited in the mail, unless otherwise provided under this contract. A party to this contract may change the above address by sending written notice of the change to the other party. Either party may require that all notices be delivered personally or by certified U.S. mail by sending written notice of the requirement to the other party.

ARTICLE 7. INCORPORATION OF PROVISIONS. Attachments A through G are attached to and incorporated into this contract.

IN WITNESS WHEREOF, the Engineer and the City have executed these presents in duplicate counterparts.

THE ENGINEER:

_____
Signature of Authorized Representative of the Firm

_____
Date

CITY OF WEST UNIVERSITY PLACE, TEXAS

Executed for the purpose and effect of activating and/or carrying out the orders, established policies or work programs approved and authorized by the City.

_____
Christopher Peifer, City Manager

_____
Date

ATTEST:

_____
Thelma A. Gilliam, City Secretary

Attachments to Contract for Engineering Services
Attached and Incorporated into the Contract by Reference

Attachment	**Name of Attachment**
A	General Provisions
B	Services to be Provided by the City
C	Services to be Provided by the Engineer
D	Anticipated Schedule
E	Anticipated Maximum Fee
F	Insurance for Designated Professional Service Contracts
G	Document and Information Exchange
H	Overview Map

ATTACHMENT A

General Provisions

ATTACHMENT A

GENERAL PROVISIONS

INDEX TO PROVISIONS

ATTACHMENT A

GENERAL PROVISIONS

ARTICLE 1. WORK SCHEDULE

A. Work Schedule. The Engineer shall develop a work schedule, attached hereto and labeled Attachment D, Work Schedule, showing how the scope of services under this contract shall be accomplished within the contract period and at the agreed upon cost.

B. Changes to Work Schedule. If at any time during the contract period the Engineer determines that the authorized services cannot be completed before the end of the contract period as specified in Article 2 of the contract (Contract Period), the Engineer shall immediately notify the City. The City will evaluate the request, and at its sole discretion may extend the contract period by written supplemental agreement as provided in General Provisions, Article 7, Supplemental Agreements. If the City determines that the contract period will not be extended, the Engineer must complete the work within the original contract period.

ARTICLE 2. NOTICE TO PROCEED

A. Written Notice. The City shall issue a written notice to the Engineer authorizing work to begin. The Engineer shall not proceed with any work authorized in this contract until such notice is received.

B. No Costs Incurred. The Engineer shall not undertake work or incur costs under this contract until the written notice to proceed is issued. Any costs incurred by the Engineer prior to receipt of such notice are not eligible for reimbursement under this contract.

ARTICLE 3. PROGRESS

A. Progress meetings. The Engineer shall from time to time during the progress of the work confer with the City. The Engineer shall prepare and present such information as may be pertinent and necessary or as may be requested by the City in order to evaluate features of the work.

B. Conferences. At the request of the City or the Engineer, conferences shall be provided at the Engineer's office, the office of the City, or at other locations designated by the City. These conferences shall also include evaluation of the Engineer's services and work when requested by the City.

C. Inspections. If federal funds are used to reimburse costs incurred under this contract, the work and all reimbursements will be subject to periodic review by the U. S. Department of Transportation.

D. Reports. The Engineer shall promptly advise the City in writing of events that have a significant impact upon the progress of the work, including:

1. problems, delays, adverse conditions that will materially affect the ability to meet the time schedules and goals, or preclude the attainment of project work units by

established time periods; this disclosure will be accompanied by statement of the action taken or contemplated, and any State or federal assistance needed to resolve the situation; and

2. favorable developments or events that enable meeting the work schedule goals sooner than anticipated.

E. Corrective Action. Should the City determine that the progress of work does not satisfy the milestone schedule set forth in Attachment D, Work Schedule, the City shall review the work schedule with the Engineer to determine the nature of corrective action needed.

ARTICLE 4. SUSPENSION OF WORK

A. Notice. Should the City desire to suspend the work but not terminate the contract, the City may verbally notify the Engineer followed by written confirmation, giving thirty (30) days notice. Both parties may waive the thirty-day notice in writing.

B. Reinstatement. The work may be reinstated and resumed in full force and effect within sixty (60) business days of receipt of written notice from the City to resume the work. Both parties may waive the sixty-day notice in writing.

C. Contract Period Not Affected. If the City suspends the work, the contract period as determined in Article 2 of the contract (Contract Period) is not affected, and the contract will terminate on the date specified unless the contract is amended to authorize additional time.

D. Limitation of Liability. The City assumes no liability for work performed or costs incurred prior to the date authorized by the City to begin work, during periods when work is suspended, or after the completion date of the contract.

ARTICLE 5. ADDITIONAL WORK

A. Notice. If the Engineer is of the opinion that any assigned work is beyond the scope of this contract and constitutes additional work, it shall promptly notify the City in writing, presenting the facts and showing how the work constitutes additional work.

B. Supplemental Agreement. If the City finds that the work does constitute additional work, the City shall so advise the Engineer and a written supplemental agreement will be executed as provided in Article 7, Supplemental Agreements, of these General Provisions. If performance of the additional work will cause the maximum amount payable under the contract to be exceeded, the Engineer shall not perform any proposed additional work or incur any additional costs prior to the execution of a supplemental agreement.

C. Limitation of Liability. The City shall not be responsible for actions by the Engineer or any costs incurred by the Engineer relating to additional work not directly associated with or prior to the execution of a supplemental agreement.

ARTICLE 6. CHANGES IN WORK

A. Work Previously Submitted as Satisfactory. If the Engineer has submitted work in accordance with the terms of this contract but the City requests changes to the completed work or

parts thereof which involve changes to the original scope of services or character of work under the contract, the Engineer shall make such revisions as requested and as directed by the City. This will be considered as additional work and paid for as specified under Article 5, Additional Work.

B. Work Does Not Comply with Contract. If the Engineer submits work that does not comply with the terms of this contract, the City shall instruct the Engineer to make such revisions as are necessary to bring the work into compliance with the contract. No additional compensation shall be paid for this work.

C. Errors/Omissions. The Engineer shall make revisions to the work authorized in this contract, which are necessary to correct errors or omissions appearing therein, when required to do so by the City. No additional compensation shall be paid for this work.

ARTICLE 7. SUPPLEMENTAL AGREEMENTS

A. Need. The terms of this contract may be modified if the City determines that there has been an increase or decrease in the duration, scope, or character of the services to be performed. A supplemental agreement will be executed to authorize such increases or decreases.

B. Compensation. Additional compensation, if appropriate, shall be calculated as set forth in Article 3 of the contract (Compensation). The parties may reevaluate and renegotiate costs at this time.

C. When to Execute. Both parties must execute a supplemental agreement within the contract period specified in Article 2 of the contract (Contract Period).

ARTICLE 8. CITY OWNERSHIP OF DATA

A. Work for Hire. All services provided under this contract are considered work for hire and as such all data, basic sketches, charts, calculations, plans, specifications, and other documents created or collected under the terms of this contract are the property of the City.

B. Disposition of Documents. All documents prepared by the Engineer and all documents furnished to the Engineer by the City shall be delivered to the City upon request by the City. The Engineer, at its own expense, may retain copies of such documents or any other data which it has furnished the City under this contract, but further use of the data is subject to permission by the City.

C. Release of Design Plan. The Engineer (1) will not release any roadway design plan created or collected under this contract except to its subproviders as necessary to complete the contract; (2) shall include a provision in all subcontracts which acknowledges the City's ownership of the design plan and prohibits its use for any use other than the project identified in this contract; and (3) is responsible for any improper use of the design plan by its employees, officers, or subproviders, including costs, damages, or other liability resulting from improper use. Neither the Engineer nor any subprovider may charge a fee for the portion of the design plan created by the City.

ARTICLE 9. PUBLIC INFORMATION

The City will comply with Government Code, Chapter 552, the Public Information Act, and 43 Texas Administrative Code §3.10 et seq. in the release of information produced under this contract.

ARTICLE 10. PERSONNEL, EQUIPMENT AND MATERIAL

A. Engineer Resources. The Engineer shall furnish and maintain quarters for the performance of all services, in addition to providing adequate and sufficient personnel and equipment to perform the services required under the contract. The Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the services required under this contract, or it will be able to obtain such personnel from sources other than the City.

B. Removal of Contractor Employee. All employees of the Engineer assigned to this contract shall have such knowledge and experience as will enable them to perform the duties assigned to them. The City may instruct the Engineer to remove any employee from association with work authorized in this contract if, in the sole opinion of the City, the work of that employee does not comply with the terms of this contract or if the conduct of that employee becomes detrimental to the work.

C. Replacement of Key Personnel. The Engineer must notify the City in writing as soon as possible, but no later than three business days after a project manager or other key personnel is removed from association with this contract, giving the reason for removal.

D. City Approval of Replacement Personnel. The Engineer may not replace the project manager or key personnel without prior consent of the City. The City must be satisfied that the new project manager or other key personnel is qualified to provide the authorized services. If the City determines that the new project manager or key personnel is not acceptable, the Engineer may not use that person in that capacity and shall replace him or her with one satisfactory to the City within forty-five (45) days.

ARTICLE 11. NOT APPLICABLE

ARTICLE 12. SUBCONTRACTING

A. Prior Approval. The Engineer shall not assign, subcontract, or transfer any portion of professional services related to the work under this contract without prior written approval from the City.

B. DBE Compliance. The Engineer's subcontracting program shall comply with the Disadvantaged/Minority Business Enterprise Program requirements established in 49 CFR Part 26. The **Engineer** shall make good faith efforts to award subcontracts or supply agreements in at least 15 percent of the value of this contract to Disadvantaged Businesses. The **Engineer** shall apprise themselves of the requirements for good faith efforts as found in the aforementioned code and will comply with them.

C. Required Provisions. All subcontracts for professional services shall include the provisions

included in Attachment A, General Provisions, and any provisions required by law. The Engineer is authorized to pay subproviders in accordance with the terms of the subcontract, and the basis of payment may differ from the basis of payment by the City to the Engineer.

D. Engineer Responsibilities. No subcontract relieves the Engineer of any responsibilities under this contract.

ARTICLE 13. INSPECTION OF WORK

A. Review Rights. The City and the U. S. Department of Transportation, when federal funds are involved, and any of their authorized representatives shall have the right at all reasonable times to review or otherwise evaluate the work performed hereunder and the premises in which it is being performed.

B. Reasonable Access. If any review or evaluation is made on the premises of the Engineer or a subprovider, the Engineer shall provide and require its subproviders to provide all reasonable facilities and assistance for the safety and convenience of the City or federal representatives in the performance of their duties.

ARTICLE 14. SUBMISSION OF REPORTS

All applicable study reports shall be submitted in preliminary form for approval by the City before a final report is issued. The City's comments on the Engineer's preliminary report must be addressed in the final report.

ARTICLE 15. VIOLATION OF CONTRACT TERMS

A. Increased Costs. Violation of contract terms, breach of contract, or default by the Engineer shall be grounds for termination of the contract, and any increased or additional cost incurred by the City arising from the Engineer's default, breach of contract or violation of contract terms shall be paid by the Engineer.

B. Remedies. This agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

ARTICLE 16. TERMINATION

A. Causes. The contract may be terminated before the stated completion date by any of the following conditions.

(1) By mutual agreement and consent, in writing from both parties.
(2) By the City by notice in writing to the Engineer as a consequence of failure by the Engineer to perform the services set forth herein in a satisfactory manner.
(3) By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
(4) By the City for reasons of its own, not subject to the mutual consent of the Engineer, by giving thirty business days notice of termination in writing to the Engineer.
(5) By the City, if the Engineer violates the provisions of Attachment A, General Provisions Article 22, Gratuities, or Attachment H, Disadvantaged Business Enterprise/Historically Underutilized Business Requirements.
(6) By satisfactory completion of all services and obligations described herein.

B. Measurement. Should the City terminate this contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the Engineer. In determining the value of the work performed by the Engineer prior to termination, the City shall be the sole judge. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the City terminate this contract under paragraph (4) or (5) above, the Engineer shall not incur costs during the thirty-day notice period in excess of the amount incurred during the preceding thirty days.

C. Value of Completed Work. If the Engineer defaults in the performance of this contract or if the City terminates this contract for fault on the part of the Engineer, the City will give consideration to the following when calculating the value of the completed work: (1) the actual costs incurred (not to exceed the rates set forth in Attachment E, Fee Schedule) by the Engineer in performing the work to the date of default; (2) the amount of work required which was satisfactorily completed to date of default; (3) the value of the work which is usable to the City; (4) the cost to the City of employing another firm to complete the required work; (5) the time required to employ another firm to complete the work; and (6) other factors which affect the value to the City of the work performed.

D. Calculation of Payments. The State shall use the fee schedule set forth in Attachment E to the contract (Fee Schedule) in determining the value of the work performed up to the time of termination. In the case of partially completed engineering services, eligible costs will be calculated as set forth in Attachment E, Fee Schedule. The sum of the provisional overhead percentage rate during the years in which work was performed shall be used to calculate partial payments. Any portion of the fixed fee not previously paid in the partial payments shall not be included in the final payment.

E. Excusable Delays. Except with respect to defaults of subproviders, the Engineer shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure to progress in the performance of the work) if such failure arises out of causes beyond the control and without the default or negligence of the Engineer. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

F. Surviving Requirements. The termination of this contract and payment of an amount in settlement as prescribed above shall extinguish the rights, duties, and obligations of the City and the Engineer under this contract, except for those provisions that establish responsibilities that extend beyond the contract period.

G. Payment of Additional Costs. If termination of this contract is due to the failure of the Engineer to fulfill its contract obligations, the City may take over the project and prosecute the work to completion, and the Engineer shall be liable to the City for any additional cost to the City.

ARTICLE 17. COMPLIANCE WITH LAWS

The Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this contract, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination, and licensing laws and regulations. When required, the Engineer shall furnish the City with satisfactory proof of its compliance therewith.

ARTICLE 18. INDEMNIFICATION

A. Errors, Omissions, Negligent Acts. The Engineer shall save harmless the City and its officers and employees from all claims and liability due to activities of itself, its agents, or employees, performed under this contract and which are caused by or result from error, omission, or negligent act of the Engineer or of any person employed by the Engineer.

B. Attorney Fees. The Engineer shall also save harmless the City from any and all expense, including, but not limited to, attorney fees which may be incurred by the City in litigation or otherwise resisting said claim or liabilities which may be imposed on the City as a result of such activities by the Engineer, its agents, or employees.

ARTICLE 19. ENGINEER'S RESPONSIBILITY

A. Accuracy. The Engineer shall be responsible for the accuracy of work and shall promptly make necessary revisions or corrections resulting from its errors, omissions, or negligent acts without compensation.

B. Errors and Omissions. The Engineer's responsibility for all questions arising from design errors and/or omissions will be determined by the City and all decisions shall be in accordance with the City's "Errors or Omissions Policy" in accordance with 43 Texas Administrative Code §9.38(f). The Engineer will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the project has been completed.

C. Seal. The responsible Engineer shall sign, seal and date all appropriate engineering submissions to the City in accordance with the Texas Engineering Practice Act and the rules of the Texas Board of Professional Engineers.

D. Resealing of Documents

Once the work has been sealed and accepted by the City, the City, as the owner, will notify the party to this contract, in writing, of the possibility that a City engineer, as a second engineer, may find it necessary to alter, complete, correct, revise or add to the work. If necessary, the second engineer will affix his seal to any work altered, completed, corrected, revised or added. The second engineer will then become responsible for any alterations, additions or deletions to the original design including any effect or impacts of those changes on the original engineer’s design.

ARTICLE 20. NONCOLLUSION

A. Warranty. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this contract and that it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract.

B. Liability. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 21. INSURANCE

The Engineer certifies that it has insurance on file with the City in the amount specified in Attachment F. No other proof of insurance is acceptable to the City. The Engineer certifies that it will keep current insurance on file with that office for the duration of the contract period. If insurance lapses during the contract period, the Engineer must stop work until a new certificate of insurance is provided.

ARTICLE 22. GRATUITIES

A. Employees Not to Benefit. The City policy mandates that employees of the City shall not accept any benefit, gift or favor from any person doing business with or who reasonably speaking may do business with the City under this contract. The only exceptions allowed are ordinary business lunches and items that have received the advance written approval of the Mayor.

B. Liability. Any person doing business with or who reasonably speaking may do business with the City under this contract may not make any offer of benefits, gifts or favors to department employees, except as mentioned above. Failure on the part of the Engineer to adhere to this policy may result in the termination of this contract.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE OR HISTORICALLY UNDERUTILIZED BUSINESS REQUIREMENTS/MINORITY AND WOMEN BUSINESS ENTERPRISE COMPLIANCE

The parties shall comply with the Disadvantaged/Minority Business Enterprise Program requirements established in 49 CFR Part 26. The Engineer shall make good faith efforts to award subcontracts or supply agreements in at least 15 percent of the value of this contract to Disadvantaged Business Enterprises. The Engineer shall apprise themselves of the requirements for good faith efforts as found in the aforementioned code, and will comply with them.

ARTICLE 24. MAINTENANCE, RETENTION AND AUDIT OF RECORDS

A. Retention Period. The Engineer shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and services provided (hereinafter called the Records). The Engineer shall make the records available at its office during the contract period and for four years from the date of final payment under this contract, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs

last.

B. Availability. The City or any of its duly authorized representatives, the Texas Department of Transportation, the Federal Highway Administration, the United States Department of Transportation, Office of Inspector General, and the Comptroller General shall have access to the Engineer's Records which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts and transcriptions.

C. Examination. The City shall require the Engineer to make the Records available for the purpose of checking the amount of work performed by the Engineer at the time of contract termination or for other reasons of its own, not subject to agreement by the Engineer.

ARTICLE 25. NOT APPLICABLE

ARTICLE 26. CIVIL RIGHTS COMPLIANCE

(1) Compliance with Regulations: The Engineer shall comply with the regulations of the Department of Transportation, Title 49, Code of Federal Regulations, Parts 21, 24, 26 and 60 as they relate to nondiscrimination; also Executive Order 11246 titled Equal Employment Opportunity as amended by Executive Order 11375.

(2) Nondiscrimination: The Engineer, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

(3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Engineer of the Engineer's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

(4) Information and Reports: The Engineer shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the City, the Texas Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the City, the Texas Department of Transportation or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the City, the Texas Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the Engineer under the contract until the Engineer complies and/or
(b) cancellation, termination, or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The Engineer shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the City, the Texas Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event an Engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Engineer may request the City to enter into such litigation to protect the interests of the City; and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 27. PATENT RIGHTS
The City and the U. S. Department of Transportation shall have the royalty free, nonexclusive and irrevocable right to use and to authorize others to use any patents developed by the Engineer under this contract.

ARTICLE 28. COMPUTER GRAPHICS FILES
The Engineer shall provide Computer Graphics Files as required by the State.

ARTICLE 29. CHILD SUPPORT STATEMENT
The Engineer certifies that it has a child support statement on file with the Contract Services Office of the Texas Department of Transportation. The Engineer is responsible for keeping the child support statement current and on file with that office for the duration of the contract period. The Engineer further certifies that the child support statement on file contains the child support information for the individuals or business entities named in this contract. Under Section 231.006, Family Code, the Engineer certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

ARTICLE 30. DISPUTES
A. Disputes Not Related to Contract Services. The Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the Engineer in support of the services authorized herein.

B. Disputes Concerning Work or Cost. Any dispute concerning the work hereunder or additional costs, or any non-procurement issues shall be settled in accordance with 43 Texas Administrative Code §201.1.

ARTICLE 31. SUCCESSORS AND ASSIGNS
The Engineer and the City do each hereby bind themselves, their successors, executors, administrators and assigns to each other party of this agreement and to the successors, executors,

administrators and assigns of such other party in respect to all covenants of this contract. The Engineer shall not assign, subcontract or transfer its interest in this contract without the prior written consent of the City.

ARTICLE 32. SEVERABILITY

In the event any one or more of the provisions contained in this contract shall for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE 33. PRIOR CONTRACTS SUPERSEDED

This contract constitutes the sole agreement of the parties hereto for the services authorized herein and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein.

ARTICLE 34. CONFLICT OF INTEREST

The undersigned represents that its firm has no conflict of interest that would in any way interfere with its or its employees' performance of services for the department or which in any way conflicts with the interests of the department. The firm shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the department's interests. The Engineer shall submit executed Form 1295.

ARTICLE 35. CERTIFICATE OF INTERESTED PARTIES

Pursuant t Section 2252.908 of the Government Code, any contracts entered into on or after January 1, 2016 that require an action or vote by a governing body of the entity or agency and/or have a value of at least one (1) million dollars, will need to meet the following requirements once the bidder is notified of the award of contract:

(1) A business entity will need to file form 1295 – Certificate of Interested Parties electronically via the Texas Ethics Commission website (https://www.ethics.state.tx.us/main/file.htm). The business entity will be required to create a profile on the site.

(2) Once the form is submitted electronically, the business entity will need to print, sign and have the form notarized and submit it to the City as part of this agreement.

(3) The City will then need to acknowledge the form electronically no later than the 30th day after the date the contract binds all parties to the contract and include a copy of the signed/notarized version to the contract documents.

ARTICLE 36. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

As required by Chapter 2270, Texas Government Code, Engineer hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

ATTACHMENT B

Services to be Provided by City

ATTACHMENT B

SERVICES TO BE PROVIDED BY THE CITY

Highway: Buffalo Speedway
Limits: From Bissonnet St. to Holcombe Blvd.
CSJ: 0912-72-360

Contract No.: XX- XXXXXXXX

The City will furnish to the Engineer the following items:

1. Roadway design requirements.
2. Available horizontal control points.
3. Available benchmark elevations and descriptions for vertical control.
4. If available, the data on file concerning:
    a. Existing facilities construction documents and “as-builts”.
5. Available interface data for any projects adjacent to, crossing, and/or within project limits. Available existing traffic counts and design year traffic projections necessary to develop the traffic control plans.
6. Right-of-way maps, if available.
7. Assistance will be provided to the Engineer to obtain the required data and information from other local, regional, State and federal agencies.
8. Timely review and decisions necessary for the Engineer to maintain the contracted project schedule.
9. The City will provide the Drainage Impact Study (including the XP-SWMM and HEC-HMS), and drainage and flood control impact evaluation material, preliminary drainage engineering information related to the Engineer's focus area for design, if available.
10. City will prepare the Drainage Impact and Mitigation Report for the project and will coordinate for State records.
11. City will prepare design and preparation of plans, details, quantities, and estimate for the project trunk storm and outfall system.
12. City will prepare the required environmental study for the project and coordinate and receive approval from State.
13. City will prepare plans, details, quantities, and estimates for relocation or betterment design of City-owned public utilities in conflict with project. Such plans to be include in project PS&E.
14. Project technical and administrative standards and procedures.
15. Design criteria for roadway, structures, drainage, and hydraulics. Traffic Accident Data necessary for any design exceptions or waivers.
16. Provide designated City representatives for the public outreach meetings.

17. Provide example estimates, District General Notes, and Standards, sample specifications lists, and related hard copy documentation for the Engineer's use in preparing the preliminary estimate, General Notes, and Specifications.
18. Provide copies of preferred District Details and Standards to be used.
19. Coordinate and notify in writing with emergency medical services(EMS), school system, United State(US) mail, etc., for any detour routes and roadway closures. Upon request by the City, the Engineer shall prepare the necessary exhibits.
20. Negotiate with each utility company for the relocation agreement or required relocation as applicable.
21. Furnish tabulation of current applicable bid process, if applicable.
22. If the environmental findings of existing structures reference any Asbestos Containing Material (ACM), the City shall provide an Asbestos Testing and Implementation Plan, if warranted. The City shall make the request early in the project development to identify asbestos issues.
23. Secure all required permits and agreements.
24. Provide all necessary standard forms and conveyance instruments.
25. Provide final approval for any appraisal.
26. Cost of preliminary title commitment and title insurance for the easement.

ATTACHMENT C

Services to be Provided by Engineer

ATTACHMENT "C"

SERVICES TO BE PROVIDED BY THE ENGINEER

Highway: Buffalo Speedway
Limits: From Bissonnet St. to Holcombe Blvd.
CSJ: 0912-72-360

The work to be performed by the Engineer under this contract consists of providing engineering services required for the preparation of Plans, Specifications and Estimates (PS&E) for the reconstruction of Buffalo Speedway from just south of Bissonnet Street to just north of Holcombe Blvd. in the City of West University Place. The construction will consist of a 4-lane undivided urban roadway. This construction will take place within the existing alignment of Buffalo Speedway. The Engineer shall prepare plans, details and compute quantities to include roadway design, grading, paving, sidewalks, and pedestrian ramps, lateral drainage, existing traffic signal replacement at Rice, Sunset & University Blvd., signing, pavement markings, illumination, traffic control plans, storm water pollution prevention plans, tree protection plan, ITS, landscape/irrigation plans at signalized intersections, special specifications as warranted, and cost estimates.

The Engineer shall collect, review and evaluate the available existing data pertaining to the project and prepare the Plans, Specifications and Estimates (PS&E) in accordance with the requirements and policies of the State.

The Engineer shall be responsible for identifying and delineating temporary construction easements in areas outside the City's Right of Way (ROW). The Engineer shall secure the necessary legal instruments.

The Engineer shall identify, prepare exhibits and complete all necessary forms for Design Exceptions and/or Waivers within project limits prior to the 30% Submittal. These exceptions shall be provided to the State for coordination and processing of approvals. If subsequent changes require additional exceptions, the Engineer shall notify the State as soon as possible after identification.

It shall be the responsibility of the Engineer to secure right of entry to private property for the purpose of performing any surveying and/or soil boring activities. In pursuance of the State's policy with the general public, the Engineer shall not commit acts which will result in damages to private property and the Engineer will make every effort to comply with the wishes and address the concerns of private property owners.

The Engineer shall perform their work in accordance with the State's *Utility Accommodation Policy*, and the Houston District's *The TxDOT Utility Cooperative Management Process*. The Engineer shall prepare drawings early in the design phase (30%) to be used as exhibits in utility agreements. The exhibits shall be prepared using English units. The Engineer shall show existing utilities, including those in conflict with construction on this project. The Engineer shall prepare plans to avoid or minimize utility adjustments, where feasible. The Engineer shall implement *The TxDOT*

Utility Cooperative Management Process and is responsible for sending out notices, with copies of exhibits and plans, including all milestone submittals.

The Engineer shall compile, maintain and update a Utility Conflict List to include a phone log and all correspondence to the utility owners. The Engineer shall provide the most current copy of the conflict list to the State at each milestone submittal and shall be responsible for coordination with utility companies to resolve conflicts. The Utility Conflict List shall identify the owner of the facility, the contact person (with address and telephone number), location of conflict (station and offset), type of facility, expected clearance date, status, effect on construction and type of adjustment necessary.

After identifying all conflicting utilities, and in coordination with the City and State's Project Managers, the Engineer shall arrange for (send plans and invitations in a timely manner) and attend utility meetings with all utility owners and other interested parties or agencies that are identified to be within the proposed project's area. These utility meetings will be held at the Houston District office. The purpose of these utility meetings is to ensure that all utility owners and area entities are aware of the scope and relevant details of the proposed project. The Engineer shall be responsible for writing and documenting these utility meetings minutes and other follow-up work with utility owners, if necessary. The information obtained at each utility meeting shall be included as part of the milestone submittals.

The Engineer shall determine prior to 30 percent milestone submittal if Subsurface Utility Engineering (SUE) will be required for this project. If SUE services are required, a separate scope and fee will be submitted.

The Engineer shall make every effort to prevent detours and utility relocations from extending beyond the existing right of way lines. If it is necessary to obtain additional right of way, permanent or temporary easements and /or right of entry, the Engineer shall notify the City in writing of the need and justification for such action in a timely manner to allow City to procure without delaying schedule. The Engineer shall identify and coordinate with all utility companies for relocations required.

The Engineer shall prepare any exhibits necessary for Utility approvals, and other governmental/regulatory agencies, specific to the project and shall submit such exhibits or requests for permit or approval. Engineer shall be responsible for obtaining all agency approvals. City Engineer (HDR) will prepare water and sanitary sewer improvements or relocation plans or exhibits and shall be responsible for obtaining all agency approvals. Engineer and City Engineer (HDR) will coordinate and work together on this effort.

The Engineer shall provide general assistance to City and City Engineer (HDR), in preparation and approval of project's Categorical Exclusion Environment Study.

It is necessary to identify and address asbestos issues early in the project development to minimize construction scheduling impacts and project costs. If warranted, the Engineer shall advise the City's Project Manager to request a testing and assessment be done.

The Engineer shall coordinate through the City's Project Manager for the development of the PS&E with any local entity having jurisdiction or interest in the project (e.g. HCFCD, county, City of Houston, METRO, Upper Kirby Management District, etc.)

The Engineer shall prepare traffic signal plans for the following locations:

Buffalo Speedway at Sunset
Buffalo Speedway at Rice
Buffalo Speedway at University Blvd.

The Engineer shall prepare Traffic Control Plans (TCP) in coordination with the City and State. The TCP shall include preliminary sequencing and interim signing for every phase of construction. This is to include regulatory, warning, construction, route, and guide signs. The Engineer shall complete Form 2229-*Significant Project Procedures* as a requirement for all PS&E submittals in addition to Form 1002.

The Engineer shall maintain continuous access to abutters during all phases of the TCP. The Engineer shall develop an inventory of all abutters along its alignment. The Engineer shall prepare exhibits for and attend meetings with the public, as requested by the State. It is anticipated that the Engineer will participate in the public involvement process. Engineer will prepare exhibits, including preliminary routing or schematic plans, design, bidding and construction schedules for the Open House and attend this in the capacity of an agent for the City to answer public's questions and provide information and to collect public comments on the proposed project.

The Engineer shall be responsible to coordinate with the City's Project Manager to schedule a Traffic Control Workshop with the State and submittal of the TCP for approval by the Traffic Control Approval Team (TCAT).

The Engineer will provide general assistance and coordination to City, and City Engineer (HDR), in preparation of the Comprehensive Drainage Impact Study.

The Engineer will provide general assistance and coordination to City and City Engineer (HDR), in preparation of trunk storm sewer design and plans from Bissonnet St. to Outfall point, being the Poor Farm Ditch.

The Engineer will provide general assistance and coordination to City and City Engineer (HDR), in preparation of City-owned water and sanitary sewer relocation or betterment plans and details. City Engineer (HDR), will prepare such plans and coordinate with the Engineer for submittal of plans, quantities, estimates, etc. to the Engineer to include in each milestone deliverable PS&E sets.

The Engineer shall design all conventional street storm drainage systems for roadway (inlets and lateral piping). City Engineer (HDR) will prepare trunk storm sewer system plans and coordinate with the Engineer for submittal of plans, details, quantities, estimates, etc. to Engineer to include in each milestone deliverable PS&E sets.

The Engineer shall prepare Storm Water Pollution Prevention Plans (SW3P) on separate sheets, including details. The SW3P must include text describing the plan, quantities, type, phase and location of erosion control devices and any required permanent erosion control.

The preliminary and final construction cost estimate for the proposed improvements shall be prepared by the Engineer utilizing the Houston District's 12-month average unit prices.

The Engineer shall not move forward with performing detailed PS&E (60%, 90% 95% and final submittals) until the City/State approves the 30% milestone submittal.

The PS&E shall be complete and organized in accordance with Stand-alone Manual Notice 00-1 entitled "*Organization of Plan Sheets*" and as identified by the latest edition of the Consultant Contract Administration's "*Guidelines for Milestone Submittals*". The PS&E package shall be suitable for the bidding and awarding of a construction contract, and in accordance with the latest City and State's policies and procedures, and the Houston District's *PS&E Checklist*.

The Engineer shall use CADD to fully develop all drawings. The CADD drawings developed shall be compatible with the State using Microstation ver 08.05.02.35. The Engineer shall provide earthwork cross-section data files in a GEOPAK format as an evolving electronic data file and the latest version of the Houston District's PS&E checklist at each milestone submittal. The State cross section criteria files should be used to generate design cross sections. New criteria files should only be developed in the absence of applicable existing State criteria files.

The PS&E shall be developed in English units using the 2004 specifications and provisions. The final plan sheets shall be 4 mil white opaque paper, size 11" x 17", signed, sealed and dated by a Professional Engineer registered in the State of Texas. The plans shall be noted as copyrighted with the State's logo. The Engineer shall select all white opaque paper throughout the plan set.

PS&E for the above work shall be prepared in accordance with the applicable requirements of the State's Specifications, Standards and Manuals (latest revision). Whenever possible, the State's standard drawings, standard specifications, or previously approved special provisions and/or special specifications shall be used. If a special provision or a special specification must be developed or modified for this project, it shall be in the State's format and, to the extent possible, incorporate references to approved State test procedures. Any specifications developed by the Engineer shall be submitted to the State for approval prior to inclusion in the PS&E. The Engineer shall sign, seal, and date all project specific modifications to standard drawings.

The Engineer shall make submittals, as defined by the milestones in Attachment "D" – Schedule, of the contract, and in accordance with the latest State's policies and procedures. The submittals shall consist of maximum ten (10) 11"x17" paper sets. The Engineer shall reply to each comment either within the plan set or by separate cover letter. The Engineer shall make all agreed upon changes to the submitted documents before the next scheduled submittal.

The Engineer may be required to meet with the City and State's Project Manager to report on progress. After each meeting with the City and any other meeting, the Engineer shall prepare meeting minutes, solicit and incorporate participants' comments, distribute the minutes, submit a memorandum summarizing the events, including an ACTION ITEM LIST, within five (5) working days of the meeting.

The Engineer may be asked to incorporate into the project PS&E package, additional plans, specifications and quantities developed by others. The Engineer shall insert the package, number sheets, and update the Index of Sheets and provide a construction cost estimate of the plans developed by others. This work will be handled by supplemental agreement.

The Engineer shall prepare a Microsoft Office design time schedule. The design time schedule shall indicate tasks, subtasks, critical dates, milestones, deliverables, review requirements in a

format that depicts the interdependence of the various items and shall be updated monthly and submitted with the invoice. The Engineer shall provide assistance to State personnel in interpreting the schedule. Milestone submittals shall be at 30%, 60%, 90%, 95%, and Final. If the Engineer cannot meet the scheduled milestone review date they are to advise the City in writing.

The Engineer shall prepare a construction time determination, using the latest version of Primavera software in accordance with the State's Administrative Circular No. 17-93 be submitted one month prior to the 100% milestone submittal. The Engineer shall provide assistance to State personnel in interpreting the schedules.

In addition to scheduling software set forth above, reports and/or spreadsheets prepared in connection with these services shall be in the Microsoft (MS) Office 10 software. The Engineer shall be required to maintain compatible versions to the State's software packages.

The project's engineering work may be inspected by the City, State and the Federal Highway Administration in the offices of the Engineer, except for the field work which shall be performed on-site, and the sub-consultant work which will be performed in the office of the sub-consultant. After notice to proceed is given in writing, the PS&E for the work outlined above shall be completed and submitted to the City within the negotiated contract period per the identified milestones in the schedule.

All documents submitted to the City and State shall be accompanied by a letter of transmittal which shall include, but need not be limited to, the road name, project limits, county, CSJ, and contract number.

The Engineer shall designate one Texas Registered Professional Engineer to be responsible throughout the project for project management and all communications, including billing, with the State.

The Engineer shall prepare and execute contracts with sub-consultants, monitor sub-consultant activities (staff and schedule), and review and recommend approval of sub-consultant invoices. Once sub-consultant contracts are executed, the Engineer is to provide copies of each sub-consultant contract to the City. Any subsequent amendment to the Engineer's contract with the City by supplemental agreement requiring services to be performed by a sub-consultant will require an amendment to the sub-consultant contract as well.

The Engineer shall implement their Quality Assurance/Quality Control program prior to submitting plans to the City for each of the milestones. Additionally, the Engineer shall provide evidence of their internal review process to be submitted at each milestone. A milestone submittal is not considered complete unless the required milestone documents are submitted.

The Engineer shall submit all quantity take-off calculations as evidence that a quality control review has taken place at the 90%, 95% and Final milestone submittals.

The Engineer shall meet with the City monthly or as needed to discuss progress of work and resolve any questions of design during the PS&E preparation.

Detailed description of work by Function Code:

ROUTE AND DESIGN STUDIES (Function Code 110)

A. **Data Collection.** The Engineer shall collect, review and evaluate data described below. The Engineer shall notify the City in writing whenever the Engineer finds disagreement with the information or documents:

1. Data, if available, from the City or State, including "as-built plans", existing schematics, right-of-way maps, SUE mapping, existing cross sections, existing planimetric mapping, environmental documents, existing channel and drainage easement data, existing traffic counts, accident data, PMIS data, identified endangered species, identified hazardous material sites, current unit bid price information, current special provisions, special specifications, and standard drawings.
2. Documents for existing and proposed developments within the project corridor from local municipalities and local ordinances related to project development.
3. Utility plans and documents from appropriate municipalities and agencies.
4. Readily available flood plain information and studies from the Federal Emergency Management Agency (FEMA), the U. S. Army Corps of Engineers, local municipalities and other governmental agencies in addition to that provided by the State.

B. **Field Reconnaissance.** The Engineer shall conduct field reconnaissance and collect data including a photographic record (to be maintained in Engineer's office) of notable existing features.

C. **Design Concept Conference.** The Engineer, in cooperation with the City and State shall plan, attend and document a Design Concept Conference (DCC) to be held prior to the 30 percent milestone submittal. Personnel from the City and State's Houston District will participate. The conference will provide for a brainstorming session in which decision makers, stakeholders and technical personnel may discuss and agree on:

1. Roadway and drainage design parameters
2. Engineering and environmental constraints
3. Project development schedule
4. Other issues as identified by the City and State
5. Identify any Design Exceptions and/or waivers, if applicable
6. Preliminary Construction Cost Estimate

D. **Roadway and Hydraulic Design Criteria**. The Engineer shall design the street storm system according to the City of West University Place 2-yr storm design criteria. The Engineer shall supply project specific design criteria (typical sections, estimate, design exceptions, etc.) to be inserted into the Design Elements form and **submitted electronically** for discussion at the DCC. The Engineer will coordinate with City and City

Engineer (HDR), to provide Hydraulic Design Elements for the Outfall Trunk Storm to be included in DCC document and discussed at the DCC.

E. **Preliminary Cost Estimate.** The Engineer shall prepare a preliminary construction cost estimate using Houston District's 12-month average unit rates for discussion at the DCC.

F. **Planimetric Layout and Roadway Sections Study.** The Engineer will prepare and study alternative lane configurations at the three proposed signal replacement intersections for the dedicated left-turn lanes. The Engineer will study feasibility of pedestrian/bike path along project route. The Engineer will prepare justification Memo if not feasible. The Engineer will prepare a plan-only planimetric layout for the project on aerial background for the purpose City/TxDOT meetings and the Outreach Meetings. The Engineer will submit Planimetric to City and TxDOT for 50% review and finalize to 100% upon receipt of comments.

G. **Geotechnical Borings and Investigations**. The Engineer shall coordinate will determine the location of proposed soil borings, as applicable, for signal foundation design, embankment settlement analysis, bedding & backfill, slope stability and along storm sewer alignment in accordance with the latest edition of the TxDOT Geotechnical Manual. The City and State will review and provide comments for a boring layout submitted by the Engineer showing the general location and depths of the proposed borings. Once the Engineer receives the State and City's review comments, they shall perform soil borings (field work), soil testing and prepare the boring logs in accordance with the latest edition of the TxDOT Geotechnical Manual and Houston District's procedures and design guidelines. The Engineer shall perform coring of existing pavement for removal items only.

The Engineer shall conduct 3 borings - 25' each for signals at Sunset, Rice, and University Blvd., 11 borings – 20' each for roadway/storm sewer design purposes. No piezometer set up or reading included in scope of work.

1. All geotechnical work should be performed in accordance with the latest version of the TxDOT Geotechnical Manual. All testing shall be performed in accordance with the latest version of the TxDOT Manual of Test Procedures. ASTM test procedures can be used only in the absence of TxDOT procedures. All soil classification should be done in accordance with the Unified Soil Classification System.

2. The Engineer shall perform soil borings, coring for pavement removal items only, testing and analysis to include foundation design recommendations along storm sewer alignment, signal foundations, and embankments, as applicable.

3. The Engineer shall provide a Draft Geotechnical Report and pdf copy for review and comments by City and State.

4. The Engineer shall provide a Final signed, sealed and dated Geotechnical Report which contains but is not limited to soil boring locations, boring logs, laboratory test results, generalized subsurface conditions, ground water conditions from boring logs, analyses and recommendations for settlement and slope stability of the earthen embankment(if applicable), bedding and backfill recommendations, skin friction tables and design capacity

curves including skin friction and point bearing. The skin friction tables and design capacity curves should be present for piling and drilled shaft foundation.

5. The Engineer shall perform, if applicable, scour analysis to include Grain Size distribution curves with D50 value.

6. TxDOT will provide pavement section for a jointed reinforced concrete pavement design.

7. It will be the responsibility of the Engineer to sign, seal and date soil boring sheets to be used in the PS&E package. The preparation of soil boring sheets are to be in accordance with Houston District standards.

8. Spacing of soil borings shall not exceed 500 feet. The Engineer shall provide a boring layout for the City and State's review and comment.

9. The Engineer shall incorporate soil boring data sheets prepared, signed, sealed, and dated by the Geotechnical Engineer. The soil boring sheets shall be in accordance with TxDOT WINCORE software as can be found on the Texas Department of Transportation website.

SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT (Function Code 120)

A. Environmental Document (Categorical Exclusion Report)

City under separate contract with City Engineer (HDR) will coordinate with the Engineer and TxDOT and prepare a Categorical Exclusion (CE)Report for the Project. This Report shall be subject to all TxDOT and Federal Highway Administration (FHWA) applicable requirements on submittals, reviews, and approvals.

The Engineer will provide Project roadway related general technical data, coordination with City and City Engineer (HDR), attend coordination meetings as required, during preparation, reviews, and approval process of this CE Report.

The work required is described below according to each task to be performed.

B. Public Involvement

The Engineer will provide services in conducting 3 public outreach meetings. Meetings at 30% and 90% levels will be with Affected Property Owners along the Project Corridor. Meeting at 60% level will be with Affected Property Owners as well as City-wide outreach. City and City Engineer (HDR) will use the 30% level Affected Property Owners meeting for CE Report requirements.

a. Outreach Meeting #1 – 30% Level:

The Engineer shall prepare the Notice of 30% level meeting in coordination with City and City Engineer (HDR) and mail to all adjacent property owners approximately 30 days prior to the meeting. This task shall also include identifying adjacent property owners and developing and maintaining a mailing list for public meeting notification.

b. Outreach Meeting #2– 60% Level:
The Engineer shall prepare the Notice of 60% level meeting and in coordination with City and City Engineer (HDR) place on City Website for a City-Wide outreach. Additionally, the Engineer will mail Notice of meeting to all adjacent property owners approximately 30 days prior to the meeting.

c. Outreach Meeting #3 – 90% Level:
The Engineer shall prepare the Notice of 90% level meeting in coordination with City and City Engineer (HDR) and mail to all adjacent property owners approximately 30 days prior to the meeting.

d. Prepare Exhibits for Outreach Meetings:
The Engineer shall prepare exhibits to be displayed at the meetings including a project location map, project planimetric layout, cost and schedule, and typical sections.

e. Conduct Outreach Meetings:
The Engineer shall coordinate, schedule, organize, and conduct above 3 public outreach meetings. This task shall include preparing the program and sign-in sheets for City elected officials, affected property owners and general public, as applicable. A total of five project team staff members shall be provided to attend the meetings and to address questions from the public. The Engineer shall participate in three coordination meetings prior to the meetings to review the presentation materials and exhibits. The Engineer shall coordinate with the City to reserve a City facility for the meetings. This task shall also include visiting that facility to ensure its appropriateness.

f. Outreach Meeting Summary Minutes:
The Engineer shall prepare and submit to City an Outreach Meeting Summary Minutes . The Summary Minutes shall contain the following information:

- Program;
- Sign-in sheets;
- Outreach meeting notice;
- Mailing list;
- A general summary minutes of the meeting; and
- Possible action items for the City, City Engineer (HDR), and Engineer to follow up.

C. Environmental Permits Issues and Commitments (EPIC) Sheets. The Engineer shall coordinate with State and include the latest version of the EPIC sheets in the plans as provided and signed and sealed by the State.

<u>RIGHT-OF-WAY DATA</u> (Function Code 130) (Existing ROW, Outfall Storm Sewer Easement, & Utilities Assessments & Coordination)

A. Existing Right-of-Way Map.

The Engineer shall prepare an existing ROW map and shall be responsible for QA/QC of any mapping products. The mapping products shall conform to the current State's Houston District Standards and shall be checked using the current Houston District check

lists. A ROW map shall include a title sheet, an index sheet, a survey control index sheet, a horizontal and vertical control data sheet, and sufficient plan sheets to cover the proposed project, or as directed by the State.

PURPOSE AND SERVICES TO BE PROVIDED

The Engineer shall obtain abstract information, establish the location of existing right-of-way and prepare parcel plat and metes and bounds descriptions for 1 storm outfall easement.

1. Task
    a. Research property ownership
    b. Document deed provided by abstracting company
    c. Mail right of entry letters, as applicable
    d. Recover and verify control (Performed under FC 150)
    e. Recover and tie right-of-way monuments (as required)
    f. Recover and tie front and back property corners for the purpose of easement
    g. Prepare easement exhibit
    h. Monument existing right-of-way (as required)
    i. Monument proposed easement

2. Deliverables
    a. Existing right-of-way maps
    b. Parcel plat and metes and bounds description for the one easement
    c. Record ownership documents

DEFINITIONS

For purposes of this project, the following definitions shall apply:

1. Abstract Map – A drawing to scale depicting proposed right-of-way lines, existing right-of-way lines, easement lines, and private property lines with relevant grantee names, recording data, and recording dates.
2. Area Calculation Sheet – A computer generated print-out of the area and the perimeter bearings, distances, curve data, and coordinates of an individual parcel of land to be acquired.
3. Access Denial Line – A line which indicates specific location where access to the roadway is denied.
4. Property Descriptions – A written metes and bounds description delineating the area and the boundary and describing the location of an individual parcel of land unique to all other parcels of land.
5. Owner – The most current title holder of record as determined by a study of the Real Property Records.
6. Parcel Plat – An 8 ½ inch by 11 inch drawing to scale depicting all the information shown on the right-of-way map regarding an individual parcel of land to be acquired.
7. Parent Tract – A unit or contiguous units of land under one ownership, comprising a single marketable tract of land consistent with the principle of highest and best use.

A parent tract may be described by a single instrument or several instruments. A single parent tract cannot be severed by a public right-of-way, easement, or separate ownership which destroys unity of use.

8. Parent Tract Inset – A small line drawing, to an appropriate scale, of the parent tract perimeter placed upon the right-of-way map in the proximity of the respective parcel. Parent tract insets are used in cases where the parent tract cannot be shown to the same scale as the right-of-way map. Since parent tract insets are used to identify the limits and location of parent tracts, they shall include public right-of-ways, utility easements and fee strips, and identifiable water courses which bound the parent tract.
9. Point of Beginning (P.O.B.) – A corner of the parcel of land to be acquired, located on the proposed right-of-way line and being the beginning terminus of the first course of the property description.
10. Point of Commencing (P.O.C.) – A monumented property corner which can be identified in the Real Property Records and is located outside the proposed right-of-way corridor. For title purposes, the point of commencing shall be a monumented back corner of the parent tract. In the event a monumented back corner of the parent tract cannot be recovered, the nearest identifiable monumented property corner located outside the proposed right-of-way corridor may be used.
11. Preliminary Right-of-Way Layout – A drawing to scale depicting proposed right-of-way lines, existing right-of-way lines, proposed pavement, access denial lines, the proposed centerline alignment, private property lines, easement lines, visible improvements, visible utilities, the station and offset from the centerline alignment to each Point of Curvature (PC), Point of Tangency (PT), and angle point in the proposed right-of-way lines and to each PC, PT, and angle point in the existing right-of-way lines in areas of no proposed acquisition.
12. Right-of-Way Maps – A series of 11 inch by 17 inch drawings to scale depicting the results of relevant elements of records research, field work, analysis, computation, and map making required to determine title, delineate areas and boundaries, locate and describe utilities and improvements to the extent necessary to appraise the value and negotiate the acquisition of individual parcels of private land for the Project.

PROCEDURE

1. Exhibit

An Exhibit shall be prepared for the Storm Sewer Outfall easement consisting of a property description and an easement exhibit.

1.1 Property Description

A property description shall be prepared for the easement to be acquired. The State has developed standard formats for property descriptions, copies of which the Surveyor shall request and secure for all purposes of this work authorization. Property descriptions shall include, but need not be limited to, the following items of information.

All property descriptions shall be signed and sealed by a Registered Professional Land Surveyor.

The property description shall begin with a general description which shall include as a minimum:

a. State, County, and Survey within which the proposed parcel of land to be acquired is located.

b. A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.

c. A reference by name to the grantor and grantee, date and recording data of the most current instrument(s) of conveyance describing the parent tract.

   It is the preference of the State to use execution dates in deed references as opposed to recording or filing dates. In any case, the property description shall make clear which date is being used.

   The property description shall continue with a metes and bounds description which shall include as a minimum:

d. A point of commencing.

e. A point of beginning with the appropriate N and E surface coordinates.

f. A series of courses, identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data.

   Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

   Each course shall be identified either as a proposed right-of-way line, and existing right-of-way line, or a property line of the parent tract. Each property line of the parent tract shall be described with an appropriate adjoiner call.

g. A description of all monumentation set or found shall include, as a minimum, size and material.

h. A reference to the source of bearings, coordinates, and datum used.

1.2 Easement Parcel Plat

An easement parcel plat shall be prepared for the easement to be acquired by City. TxDOT has developed standard formats for parcel plats, copies of which the Surveyor shall request and secure for all purposes in this project. Parcel plats shall include each and every item of information shown on the right-of-way map which concerns the individual parcel.

All parcel plats shall be signed and sealed by a Registered Professional Land Surveyor.

ADHERENCE TO STANDARDS

For purposes of clarity, consistency, and ease of understanding, the State, as an acquiring agency of private property for public use, has adopted standards and formats for right-of-way mapping which have proven to facilitate the processes of negotiation, appraisal, relocation assistance, and condemnation. It shall be the responsibility of the Surveyor to adhere to these standards and formats to every extent possible to ensure that the needs of the State are met.

GENERAL SPECIFICATIONS

For purposes of this project, the following general specifications for right-of-way mapping shall apply:

1. If applicable, completed right-of-way maps shall be submitted to the State on single or double matte mylar, 11 inches by 17 inches in size with a 21 inch by 32 inch printed border positioned ½ inch from the top, bottom, and right edge of the sheet.
2. Parcel plat for easement shall be submitted to the State on 8 ½ inch by 11 inch bond paper with respective borders of 7 ½ inches by 10 inches, positioned ½ inch from the top, bottom, and right edge of the sheet. Match lines shall be used where more than one sheet is required.
3. Existing and or proposed right-of-way/easement map shall be drawn to a scale of 1 inch = 50 feet. An appropriate scale other than 1 inch = 50 feet may be used on some proposed right-of-way projects upon prior approval by the State.
4. Since right-of-way maps are reduced in size by one-half for archiving purposes, the smallest size lettering acceptable on a right-of-way map shall be 1/10 of one inch (Leroy #100). A right-of-way map which contains any lettering smaller than 1/10 of one inch will not be accepted by the State.
5. Parcel plats shall be drawn to a preferred scale of 1 inch = 50 feet. An appropriate scale other than 1 inch = 50 feet may be used on some proposed right-of-way projects upon prior approval by the State. In the case of a very large parcel which would be difficult to show with clarity on a single 8 ½ inch by 11 inch sheet, the Surveyor shall use multiple 8 ½ inch by 11 inch sheets with matching lines.
6. The smallest size lettering acceptable on a parcel plat shall be 0.06 of an inch (Leroy #100).
7. Property descriptions shall be submitted on 8 ½ inch by 11 inch bond paper.
8. The State has encountered a number of mylar products which are considered unacceptable. The Surveyor shall confer with the State regarding mylar products he intends to use which have not been previously used on State projects.
9. Zip-A-Tone or other similar stick-on products shall not be used on right-of-way maps or parcel plats.

GENERAL REQUIREMENTS

For purposes of this project, the following general requirements shall apply:

1. Copies of instruments of record submitted to the State shall be indexed by parcel number.
2. Coordinates appearing on right-of-way maps, on parcel plats, and in property descriptions shall be surface coordinates based on the Texas State Plane Coordinate System. The combined adjustment factors (sea level factor x scale factor) which have been developed by the State for its use are as follows:

   2.1 In Harris, Galveston, Fort Bend, Brazoria and Waller Counties (South Central Zone), grid coordinates are multiplied by a combined adjustment 1.00013 to obtain surface coordinates.

   2.2 In Montgomery County (Central Zone), grid coordinates are multiplied by a combined adjustment factor of 1.00003 to obtain surface coordinates.
3. Line and curve tables may be used when necessary.
4. The number of centerline alignment stations to be shown on a single plan sheet shall be restricted to the extent necessary to allow approximately 4 inches between match lines and sheet borders for future details and notes.
5. A minimum 4 inch by 4 inch space shall be reserved at the bottom right corner of each map sheet for future revision notes.

EASEMENT: SUBMITTALS

In preparing the easement, the following is an outline of the work to be performed and submitted:

1. A Preliminary Map showing the proposed schematic and existing right-of-way.
2. A Right-of-Way map for the project limits under cover of Title Sheet, Index Sheet, Control Data Sheet, and Exhibits of the property descriptions and parcel plats.
3. Appropriate monuments on the proposed right-of-way lines at intersecting property lines, and at all PCs, PTs, angle points, intersecting right-of-way lines of side streets, and at 1,500 foot stations.

B. Acquisition of Easement (Not in Scope. City to acquire)

C. Utility Coordination, Assessment, Coordination Meetings, and Adjustments. The Engineer shall coordinate with the City and State to determine the location of all existing and proposed utilities and attend meetings with the various utility companies to discuss potential conflicts. The Engineer shall implement the Houston District's Utility Cooperative Management Process covering milestone meetings, minutes, invitations to utility companies to attend milestone meetings, correspondence, etc. The Engineer shall conduct 30%, 60%, and 90% general coordination meetings with utility owners. The Engineer will coordinate with City and City Engineer (HDR) on City-owned public utilities relocation and betterment plans to be included in PS&E plan sets at different submittal milestones. City Engineer (HDR) will conduct conflict assessment on storm sewer trunk and provide information to the Engineer to include in Conflict Matrix and Utility Plans. The

Engineer will conduct all other project related utility conflict assessments and Utility Plans. City and City Engineer (HDR) will prepare relocation and or betterment plans and specifications to be included on PS&E set.

D. Access Management (Not in Scope)

FIELD SURVEYING AND PHOTOGRAMMETRY (Function Code 150)

A. Field Surveying. The Engineer shall verify the benchmark coordinates and establish the horizontal and vertical control for the project. The Engineer shall provide supplemental field surveying services necessary to verify the Digital Terrain Model (DTM), produce topographic maps, establish the project baseline on the ground, locate and tie existing utilities to the project baseline, to tie the soil boring locations, and update topography. Coordinate geometry shall be based on and tied into State plane surface coordinate system. The Engineer shall:

1. Determine Project Baseline: The Engineer will establish the project baseline. The project base line must be coincidental with, or parallel to, the stationed "Design Center Line." Base line control points shall be established using 15M(ASTM) (5/8 inch) iron rods, 36 inches long, at P.C.' s, P.I.'s and P.T.'s of horizontal curves and at 1000 feet maximum intervals on tangents. Baseline control points shall be offset with set iron rods on both sides near the existing ROW lines at a measured distance. If available, coordinate to field tie to the Project baseline set by adjacent Engineers for consistency and accuracy.

2. Horizontal and Vertical GPS Surveys :

   The coordinate location and/or elevation of center panel points based on GPS surveys conducted by the Surveyor shall meet standards of accuracy as set forth below. Reference may be made to standards of accuracy for First Authorization surveys as described in the Federal Geodetic Control Committee publication entitled *Geometric Geodetic Accuracy Standards and Specifications for Using GPS Relative Positioning Techniques*, reprinted with corrections August 1, 1989.

   The accuracy standard at the 95 percent confidence level for First Authorization Surveys may be calculated using the formula $s = \sqrt{e^2 + (0.1pd)^2}$ where,

   s= maximum allowable error in centimeters
   d= distance in kilometers between any two stations
   p= the minimum geometric relative position accuracy standard in parts per million (10 ppm)
   e= base error in centimeters (1.0 cm.)

   DATUM. All coordinates shall be based on the North American datum (NAD) 83 (1993 Adjustment). All elevations shall be based on the North American vertical datum (NAVD) of 1988

All traverses conducted by the Surveyor shall be tied to the National Geodetic Survey system, either directly or indirectly as follows:

a. The Surveyor shall make sufficient measurements to existing National Geodetic Survey monuments to assess the angular, horizontal and vertical closure of each traverse to the extend applicable.

The Surveyor shall make sufficient measurements to monuments established by the State to assess the angular, horizontal and vertical closure of each traverse to the extent applicable. All monuments established by the State for purposes of aerial photography control are based on the National Geodetic Survey system.

Locate previously set benchmarks established by State (State Datum); establish benchmark circuit (run levels) throughout the Project; establish additional benchmarks at intervals not to exceed 1,000 feet for the limits of the Project; tie benchmarks (station/offset) to Project baseline. Benchmarks shall be 20M (ASTM) (3/4-inch) diameter, 48 inches long, located near the existing ROW line at a measured distance. All benchmark circuits shall be tied to the State's elevation datum. Perform the benchmark circuits in accordance with good surveying practices. The Surveyor shall verify the closure and submit adjustments to State for approval prior to beginning the field surveys. Provide 8 1/2" x 11" location sketches of horizontal and vertical benchmarks. The Engineer shall also provide 11' x 17" overall sketch showing bearings and distances between control monuments (benchmarks) and tied benchmarks (i.e. HCFCD, TSARP, FEMA, GPS points, etc.) These sketches shall be signed, sealed and dated by a Registered Professional Land Surveyor (RPLS).

HORIZONTAL GROUND CONTROL

The coordinate location of the traverse points shall be based on traverses conducted by the Surveyor meeting standards of accuracy as set forth below.

Reference may be made to standards of accuracy for Second Order, Class II, horizontal control traverses as described in the latest edition Federal Geodetic Control Committee publication entitled *Standards and Specifications for Geodetic Control Networks*.

- Azimuth closure shall not exceed 4.5 seconds times the square root of the number of traverse segments.
- Position closure after azimuth adjustment shall not exceed 1 in 20,000.
- In cases where a traverse approaches but does not entirely meet these standards of accuracy and the Surveyor has assured itself that gross errors, mistakes and blunders have been eliminated, the Surveyor shall submit the traverse data to the State for further review. The State will make a determination as to the acceptability of the traverse as an exception to the standard and notify the Surveyor accordingly.

VERTICAL GROUND CONTROL

Elevations established on the benchmarks shall be conducted by the Surveyor meeting standards of accuracy as set forth below. Reference may be made to standards of accuracy for third order vertical control traverses as described in the

latest edition of the Federal Geodetic Control Committee publication entitled *Standards and Specifications for Geodetic Control Networks*.

- Vertical closure shall not exceed 0.05 feet times the square root of the distance in miles.

- In case where a traverse approaches but does not entirely meet these standards of accuracy and the Surveyor has assured itself that gross errors, mistakes and blunders have been eliminated, the Surveyor shall submit the traverse data to the State for review. The State will make a determination as to the acceptability of the traverse as an exception to the standard, and the State will notify the Surveyor accordingly.

- Document field work and submit field data to the State.

3. Survey Control Index Sheets. The Engineer's Surveyor shall prepare a *Survey Control Index Sheet* and a *Horizontal and Vertical Control Sheet*, signed, sealed and dated by the professional engineer in direct responsible charge of the surveying and the responsible Registered Professional Land Surveyor (RPLS) for insertion into the plan set. The *Survey Control Index Sheet* shows an overall view of the project control and the relationship or primary monumentation and control used in the preparation of the project; whereas, the *Horizontal and Vertical Control sheet* identifies the primary survey control and the survey control monumentation used in the preparation of the project. Both the *Survey Control Index Sheet* and the *Horizontal and Vertical Control Sheet* should be used in conjunction with each other.

   The following information should be shown on the *Survey Control Index Sheet:*

   - Overall view of the project and primary control monuments set for control of the project.
   - Identification of the control points
   - Baseline and/or centerline
   - Graphic (Bar) Scale
   - North Arrow
   - Placement of note *"The survey control information has been accepted and incorporated into this PS&E"* which is signed, sealed and dated by a Texas Professional Engineer
   - RPLS signature, seal and date

   The following information should be shown on the *Horizontal and Vertical Control Sheet*:

   - Location for each control point, showing baseline and/or centerline alignment and North arrow.
   - Station and offset (with respect to the baseline or centerline alignments) of each identified control point.

- Basis of Datum for horizontal control (base control monument/benchmark name/number, datum).
- Basis of Datum for the vertical control (base control monument, benchmark name, number, datum)
- Date of current adjustment of the datum
- Monumentation set for Control (Description, District name/number and Location ties)
- Surface Adjustment Factor and unit of measurement
- Coordinates (SPC Zone and surface or grid)
- Relevant metadata
- Graphic (Bar) Scale
- Placement of note "*The survey control information has been accepted and incorporated into this PS&E"* which is signed, sealed and dated by a Texas Professional Engineer
- RPLS signature, seal and date
- TxDOT title block containing District Name, County, Highway No., and CSJ

4. Profile and cross section intersecting streets and driveways (to 50 feet outside ROW for driveways or the gate, and 200 feet for intersecting streets and 500 feet for intersecting streets greater than two lanes wide) for tie into project.

5. Cross section drainage channels for a distance of 200 feet each way outside the ROW lines. Cross sections shall not exceed 100 feet intervals and shall be taken at right angles to the channels. The width of the cross sections shall cover the top of the channel over bank extending at least 50 feet beyond or to fence line. Cross section data shall include flow line of the channel.

6. Secure right-of-entry (short of litigation), as needed for the project and the Engineer shall not commit acts which will result in damages to private property and the Engineer will make every effort to comply with the wishes and address the concerns of private property owners.

7. Tie to existing underground and overhead utilities (location, elevation, size and direction).

8. ROW staking for additional field topography related to design work.

9. Determine any changes in topography from outdated maps due to development, erosion, etc.

10. Determine type of existing material, existing pavements, etc.

11. Obtain profiles of existing drainage facilities.

12. Obtain measurement of hydraulic opening under existing bridges.

13. Obtain top of manhole and flowline elevations, type and size, etc. of manholes, inlets, and valves of utilities.

14. Provide temporary signs, traffic control, flags, safety equipment, etc. and obtain necessary permits.

15. Obtain ties to existing bridges or culverts that may conflict with new construction.

16. Obtain line (PGL) and the edges of slab at bent location.

17. Tie down soil boring locations by station, offset and surface elevation.

18. Perform datum ties as required (HCFCD, COH, FEMA, etc.).

19. The Engineer's Surveyor using wetlands delineation information provided by the State shall stake and fence the areas containing wetlands. The Surveyor is to provide information back to the Engineer in an electronic file to be incorporated onto the P&P sheets. This staking and fencing at the wetland areas shall be handled under separate agreement.

20. The Surveyor shall control traffic in and near surveying operations adequately to comply with the latest edition of the *Texas Manual on Uniform Traffic Control Devices*. In the event field personnel must divert traffic or close traveled lanes, a Traffic Control Plan shall be prepared by the Engineer's surveyor and approved by the State prior to commencement of field work. A copy of the approved plans shall be in the possession of field personnel on the job site at all times and shall be made available to State personnel upon request.

21. All standards, procedures and equipment used by the Surveyor shall be such that the results of survey will be in accordance with Board Rule 663.15, as promulgated by the Texas Board of Professional Land Surveyors.

22. If at any time during the contract period, the Surveyor encounters unforeseen circumstances which may materially affect the scope, complexity or character of the work authorized by the State, the Surveyor shall notify the State in writing immediately with a complete description of the circumstances encountered.

23. The following definitions shall apply:

    - DGN-Two dimensional digital map containing natural ground features and improvements plotted in a horizontal plane along the X and Y axes. A planimetric map does not include relief elements such as spot elevations, cross-sections, or contours.

    - DTM-Three dimensional digital model of the ground containing those features necessary to define surface relief. A three dimensional model does not normally contain those planimetric features not necessary to define relief.

    - Horizontal and vertical ground control-Survey control points for which the X and Y coordinate and/or elevation have been determined by on the ground surveys.

C. Digital Planimetric Mapping (DGN) and Digital Terrain Modeling (DTM).

1. The Surveyor shall prepare DGN files covering the specific work location, meeting the State's standards and specifications.

2. The Surveyor shall prepare DTM files covering the specific work location, meeting the State's standards and specifications.

3. The Surveyor shall provide DGN and DTM files on a medium and in a format acceptable to the State.

4. The State's *Photogrammetry Mapping Legend* as supplemented by the Surveyor

ROADWAY DESIGN CONTROLS (Function Code 160)

A. Preliminary Geometric Project Layout. The Engineer shall develop a preliminary geometric project layout (Layout) for the full length of the project to be reviewed and approved by the City and State prior to the Engineer proceeding with the 30 percent milestone submittal package.

The Layout shall consist of a planimetric file of existing features and the proposed improvements within the existing and any proposed ROW. The Layout shall also include the following features: existing/Proposed ROW, existing/proposed horizontal and vertical alignment and profile grade line, cross culverts, lane widths, cross slopes, ditch slopes, pavement structure, clear zone, dedicated right turn lanes, corner clips, retaining walls (if applicable) guard rail (if applicable), and water surface elevations for various rainfall frequencies, etc. Existing major subsurface and surface utilities shall be shown. The proposed alignment shall avoid as much as possible the relocation of existing utilities. The Engineer shall consider ADA requirements when developing the layout. The Layout shall be prepared in accordance with the current Roadway Design Manual. The Engineer shall provide horizontal and vertical alignment of the project layout in English units for main lanes and cross streets. Minor alignment alternatives will be considered to provide for an optimal design. The project layout must be coordinated with the State and adjacent Engineers, if any. The Engineer shall also provide proposed and existing typical sections with the profile grade line (PGL), lane widths, cross slopes, ROW lines, ditch shapes, pavement structures and clear zones depicted, etc.

C. Roadway Design. The Engineer shall provide roadway plan and profile drawings using CADD standards as required by the City and State. The drawings shall consist of a planimetric file of existing features and files of the proposed improvements. The roadway base map shall contain line work that depicts existing surface features obtained from the schematic drawing. Existing major subsurface and surface utilities shall be shown. Existing and proposed right-of-way lines shall be shown. Plan and Profile to be shown on ***separate*** or ***same*** sheets (this depends upon width of pavement) for the roadway.

The plan view shall contain the following design elements:

1. Calculated roadway centerlines for mainlanes and cross streets. Horizontal control points shall be shown. The alignments shall be calculated using GEOPAK.
2. Pavement edges for all improvements (mainlanes, cross streets and driveways).
3. Lane and pavement width dimensions.
4. Proposed structure locations, lengths and widths.
5. Direction of traffic flow on all roadways. Lane lines and/or arrows indicating the number of lanes shall also be shown.
6. Drawing scale shall be 1"=50'
7. Control of access line, & ROW lines and easements.
8. Begin/end superelevation transitions and cross slope changes, if applicable.
9. Limits of rip rap, block sod, and seeding.
10. Existing utilities and structures.
11. Benchmark information.
12. Radii call outs, curb location, CTB, guard fence, crash safety items and American with Disabilities Act Accessibility Guidelines (ADAAG) compliance items.

The profile view shall contain the following design elements:

1. Calculated profile grade for proposed northbound and southbound mainlanes and cross streets. Vertical curve data, including "K" values shall be shown.
2. Existing and proposed profiles along the proposed top of curb of the mainlanes.
3. Water surface elevations at major stream crossing for 10-, 25-, 50-, and 100- year storms.
4. Drawing vertical scale to be 1"=10'.

D. **Typical Sections:** Typical sections shall be required for all proposed and existing roadways and structures. Typical sections shall include width of travel lanes, shoulders, outer separations, border widths, curb offsets, managed lanes, and ROW. The typical section shall also include PGL, centerline, pavement design, longitudinal joints, side slopes, sodding/seeding limits, concrete traffic barriers and sidewalks, if required, station limits, common proposed/existing structures including retaining walls, existing pavement removal, riprap, limits of embankment and excavation, etc.

E. **Mainlane Design:** The Engineer shall provide the design of a 4 lane undivided roadway section. The design shall be consistent with the approved schematic and the current *Roadway Design Manual* and City requirements.

F. **Cross Streets:** The Engineer shall provide an intersection layout detailing the pavement design and drainage design at the intersection of each cross street. The layout shall include the curb returns, geometrics, transition length, stationing, pavement and drainage details. The Engineer shall design for full pavement width to the ROW and provide a transition to the existing roadway.

G. **Cut and Fill Quantities.** The Engineer shall develop an earthwork analysis to determine cut and fill quantities and provide final design cross sections at 100 feet intervals. Cross sections shall be delivered in standard GEOPAK format on roll plots and electronic files. The Engineer shall provide all criteria and input files used to generate the design cross

sections. Cross sections and quantities shall consider existing pavement removals. Annotation shall include at a minimum existing/proposed right of way, side slopes (front & back), profiles, etc.

Two sets of drawings shall be submitted by the Engineer at the 30%, 60%, and 90%, 95%, and Final submittals, respectively.

H. **Plan Preparation.** The Engineer shall prepare roadway plans, profiles and typical sections for the proposed improvements. Prior to the 30% submittal, the Engineer shall schedule a workshop to review profiles and cross-sections with the City and State. The profile and cross sections shall depict the 2,10, and 100-year water surface elevations. The drawings will provide an overall view of the roadway/existing ground elevations with respect to the various storm design frequencies for the length of the project. This will enable the City to determine the most feasible proposed roadway profile. The will approve the profiles and cross sections before continuing with the subsequent submittals. This scope of services and the corresponding cost proposal are based on the Engineer preparing plans for the roadway and cross streets at intersections. The roadway plans shall consist of the types and be organized in the sequence as described in "Stand Alone Manual Notice Number 00-1".

I. **Wetlands Information.** Not applicable.

J. **Pavement Design**. TxDOT will provide the jointed concrete pavement design for the project.

K. **Pedestrian and Bicycle.** The Engineer shall coordinate with the City to incorporate pedestrian and bicycle facilities (if applicable) as required or shown on the project's schematic. All pedestrian/bicycle facilities, as applicable, must be designed in accordance with the latest *Americans with Disabilities Act Accessibility Guidelines* (ADAAG), the *Texas Accessibility Standards* (TAS), and the AASHTO *Guide for the Development of Bicycle Facilities".*

DRAINAGE DESIGN (Function Code 161)

A. Drainage Report (By City & City Engineer(HDR))

1. The City and City Engineer (HDR) under a non-TxDOT separate contract will prepare a single comprehensive drainage study and report of the project area. The Engineer will provide technical assistance and coordination and attend meetings with City, City Engineer and TxDOT. The report shall be divided into two phases:

   The first phase will include the following items:

   - Obtain existing HEC models from applicable drainage authorities to the extent possible, for use in analysis and determination of the existing 2, 10, and 100-year (if available), water surface elevations at bayous, creeks, and ditch crossings along the project. This data will be utilized in the development of design roadway profiles.

- Profile of natural ground along each proposed grade line of the roadway.
- Profile of tentative proposed grade line of the roadway.
- Profile of existing roadway.
- Identify the existing drainage outfalls.
- Identify the names of existing creeks, bayous and/or ditches within the project limits.

2. These profiles will be superimposed on a drawing along with the 2,10, and 100 - year (if available) water surface elevations. The profile drawing will provide an overall view of the roadway/existing ground elevations with respect to the various storm design frequencies for the length of the project. This will enable the City and State to determine the most feasible proposed roadway profile. These profiles must be submitted to the City and State for their records. The City and State will approve before continuing with the preparation of the comprehensive drainage report.

<u>The second phase will include the following items:</u>

1. Manhole head losses will be computed as per the City and State's direction in the XP-SWMM model. The design 25-year tailwater will be the starting basis for the design of the proposed storm sewer system identified in the existing Harris County Flood Control District's (HCFCD) HEC-RAS modeling

2. For drainage areas, the City Engineer (HDR) and State will limit the outfalls into existing storm sewer to existing capacity flows, which will be determined by the City Engineer (HDR). Alternate flow routes, if feasible, will be looked into for relieving storm sewer overload. The amount of the total detention storage to control storm sewer runoff for the design frequency will be determined based on hydrograph routing, as well as a rough estimate of the available on-site volume. The method for handling the required off-site storage volume is not part of this scope.

3. The City Engineer (HDR) will prepare a report signed, sealed and dated by a registered/licensed engineer and shall include the preliminary findings of the storm sewer capacities, requirement for line rerouting, preliminary detention storage volumes based on hydrograph and initial recommendations on how to mitigate the storm impact on the receiving streams. The report will also include preliminary sizing of the trunkline for the proposed gravity storm sewer within the limits of the project, conceptual and generic discussions of the alternatives considered, a comparative cost associated with each alternative and a recommended solution.

<u>Guideline approach to the 100-year impact analysis:</u>

An impact analysis is required on bayous, creeks and ditches as related to the Harris County Flood Control District, State and FEMA criteria 10 and 100-year storm. The State required approach for impact prediction is as follows:

- Drainage areas for the existing and proposed conditions.
- The City Engineer (HDR) will identify the existing drainage outfalls.

- Compute right of way corridor 100-year flood plain volumes for existing and proposed roadway elevations. A decrease in 100-year flood plain volumes is not allowed by the City, State or other governmental agencies, without adequate offsite mitigation.
- Compute existing and proposed peak flows by using hydraulics and hydrologic methodology and computer models.
- Storage computations will be based on hydrograph calculations and peak flows obtained in the item above. A mitigation volume for the 100-year storm will be computed.
- Analyze existing and proposed drainage system and quantify the increase in 100-year peak flows resulting from the roadway improvements.
- Hand calculations shall be provided which quantify the cut and fill within the 100-year flood plain, if any occur.
- Prepare conceptual 100-year sheet flow analysis for project utilizing existing and proposed conditions which is part of the XP-SWMM modeling.
- Obtain current hydrologic and hydraulic computer models from government agencies and review and comment on the models.
- Current models will be updated to existing condition using the available State aerial photographs, and submitted to governmental agencies as the revised existing condition model.

B. **Scour Analysis:** Not applicable.

C. **Storm Drain Design.** City and City Engineer (HDR) under a non-TxDOT separate contract shall prepare overall drainage area maps and outfall trunk storm sewer design and plans.

The Engineer and City Engineer (HDR) shall develop design details that minimize the interference with the passage of traffic or incur damage to local property. The Engineer shall provide layouts, drainage area maps, and design of all street drainage components. The Engineer shall design all conventional street storm drainage and lateral drainage in conformance with the City of West University Place 2-year storm. Storm drain design shall be performed using XP-SWMM modeling. If oversized storm drains are used for detention, the City Engineer (HDR) shall evaluate the hydraulic gradeline throughout the whole system, within project limits, for the design frequency(ies). The City Engineer (HDR) shall coordinate with the State any proposed changes to the detention systems. The City Engineer (HDR) and State will assess the effects of such changes on the comprehensive drainage studies.

The Engineer and City Engineer (HDR) shall perform the following:

1. Identify areas requiring trench protection, excavation, shoring and de-watering.
2. Engineer shall prepare Street drainage area maps. City Engineer (HDR) will prepare overall drainage area maps.
3. Engineer shall prepare plan/profile sheets for street storm drain systems.
4. City Engineer (HDR) will prepare outfall trunk sewer plan/profile sheets
5. Select standard details from the State or District's list of standards for items such as inlets, manholes, junction boxes and end treatment, etc.
6. Prepare details for non-standard inlets, manholes and junction boxes.

7. City Engineer (HDR) shall prepare drainage details for outlet protection, outlet structures and utility accommodation structures.
8. Identify pipe strength requirements.
9. City Engineer (HDR) shall prepare drainage trunk sewer quantity summaries.
10. Engineer shall prepare street and lateral drainage system quantity summaries.
11. Identify potential utility conflicts and design around them, wherever possible.
12. Take into consideration pedestrian facilities, utility impacts, driveway grades, retaining wall and concrete traffic barrier drainage impacts.
13. Identify existing ground elevation profiles at the ROW lines on storm sewer plan and profile sheets.
14. Locate soil borings every 500 feet along the storm sewer alignment. No piezometric set up and reading included in scope of work.

E. Temporary drainage facilities. The Engineer shall develop plans for all temporary drainage facilities necessary to allow staged construction of the project and to conform with the phasing of adjacent construction projects without significant impact to the hydraulic capacity of the area. Drainage area maps are not required for temporary drainage.

F. Layout, Structural Design and Detailing of Drainage Features.

The Engineer and City Engineer (HDR) shall develop layouts for the following as applicable:

1. Storm Sewers: New or modified storm sewers; inlets; manholes; trunk lines.

The Engineer shall use standard details where practical.

G. Floodplain Cut and Fill. Not applicable.

SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION (PERMANENT) (Function Code 162)

A. Signing. The Engineer shall prepare drawings, specifications and details for all signs. The Engineer shall coordinate with the City and State (and other Engineers as required) for overall temporary, interim and final signing strategies and placement of signs outside contract limits. Sign detail sheets shall be prepared for large guide signs showing dimensions, lettering, shields, borders, corner radii, etc., and shall provide a summary of large and small signs. The Engineer shall also designate the shields to be attached to guide signs. The proposed signs shall be illustrated and numbered on plan sheets. Sign foundation shall be selected from City and State Standards.

The Engineer shall provide the following information on sign/pavement marking layouts:

1. Roadway layout.
2. Center line with station numbering.
3. ROW lines.
4. Designation of arrow used on exit direction signs.
5. Culverts and other structures that present a hazard to traffic.
6. Location of utilities.

7. Existing signs to remain, to be removed, or to be relocated.
8. Proposed signs (illustrated, numbered and size).

B. **Pavement Markings**. The Engineer shall detail permanent and temporary pavement markings and channelization devices on plan sheets. The Engineer shall coordinate with the City and State (and other Engineers as required) for overall temporary, interim, and final pavement marking strategies. Pavement markings shall be selected from the latest State standards.

The Engineer shall provide the following information on sign/pavement marking layouts:

1. Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation.
2. Quantities of existing pavement markings to be removed.
3. Proposed delineators and object markers.
4. The location of roadways, intersections, and pedestrian crossings.
5. The number of lanes in each section of proposed roadway and the location of changes in numbers of lanes.
6. ROW limits.
7. Direction of traffic flow on all roadways.

B. **Traffic Warrant Studies.** The Engineer shall gather 12-hr traffic counts at existing signals at Sunset, Rice and University Blvd. intersection with Buffalo Speedway and conduct and prepare Signal Warrant Study for each signal and submit to City and State for reviews and approval.

C. **Traffic Signals.** The Engineer shall prepare Traffic Signal Plans and details for the replacement of existing signals at the following locations:

- **Buffalo Speedway at Sunset**
- **Buffalo Speedway at Rice**
- **Buffalo Speedway at University Blvd.**

The Engineer shall confirm the power source for all signals and coordinate with the appropriate utility agency. Traffic Signal Plans shall be signed and sealed by a Texas Registered Professional Engineer. The Engineer shall develop all quantities, general notes, specifications and incorporate appropriate agency standards required to complete construction. Traffic signal poles, fixtures, signs, and lighting shall be designed per the City and State recommendations and standards.

The following information shall be provided in the Traffic Signal Plans:

1. Layout

    a. Estimate and quantity sheet
        (1) List of all bid items
        (2) Bid item quantities
        (3) Specification item number
        (4) Paid item description and unit of measure
    b. Basis of estimate sheet (list of materials)

c. General notes and specification data.
d. Condition diagram
    (1) Roadway and intersection design features
    (2) Roadside development
    (3) Traffic control including illumination
e. Plan sheet(s)
    (1) Existing traffic control that will remain (signs and markings)
    (2) Existing utilities
    (3) Proposed roadway improvements
    (4) Proposed installation
    (5) Proposed additional traffic controls
    (6) Proposed illumination attached to signal poles.
    (7) Proposed power pole source
f. Notes for plan layout
g. Phase sequence diagram(s)
    (1) Signal locations
    (2) Signal indications
    (3) Phase diagram
    (4) Signal sequence table
    (5) Flashing operation (normal and emergency)
    (6) Preemption operation (when applicable)
    (7) Contact responsible Agency to obtain interval timing, cycle length and offset
h. Construction detail sheets(s)
    (1) Poles (State standard sheets)
    (2) Detectors
    (3) Pull Box and conduit layout
    (4) Controller Foundation standard sheet
    (5) Electrical chart
i. Marking details (when applicable)
j. Aerial or underground interconnect details (when applicable)

2. General Requirements
    a. Contact local utility company
        (1) Confirm power source
    b. Prepare governing specifications and special provisions list
    c. Prepare project estimate
    d. Provide update to traffic counts and update and revise as needed current Traffic Signal Warrant Study.

3. Summary of Quantities
    a. Small signs tabulation
    b. Large signs tabulation including all guide signs

4. Sign Detail Sheets
    a. All signs except route markers
    b. Design details for large guide signs
    c. Dimensioning (letters, shields, borders, etc.)
    d. Designation of shields attached to guide signs

D. ITS Design. The Engineer shall prepare ITS conduit design Plans and details for the signal communication between signals at Bissonnet, Sunset, Rice, University Blvd., and Holcombe Blvd. The Engineer shall develop quantities for the ITS system.

MISCELLANEOUS DESIGNS (Function Code 163)

A. Traffic Control Plan, Detours and Sequence of Construction. The Engineer shall prepare Traffic Control Plans (TCP) for the project. The Engineer is to complete Form 2229-*Significant Project Procedures* along with Form 1002. A detailed TCP shall be developed in accordance with the latest edition of the *Texas Manual on Uniform Traffic Control Devices for Streets and Highways* (Texas MUTCD). The Engineer is to implement the current Barricade and Construction (BC) standards as applicable. The Engineer shall interface and coordinate phases of work, including the TCP, with adjacent Engineers.

1. The Engineer shall provide a written narrative of the construction sequencing and work activities per phase and determine the existing and proposed traffic control devices (regulatory signs, warning signs, guide signs, route markers, construction pavement markings, barricades, flag personnel, temporary traffic signals, etc.) to be used to handle traffic during each construction sequence. The Engineer shall show proposed traffic control devices at grade intersections during each construction phase (stop signs, flagperson, signals, etc.). The Engineer shall show temporary roadways, ramps, structures and detours required to maintain lane continuity throughout the construction phasing.

2. Where detours are required, the Engineer shall develop typical cross sections, calculate quantities, and show horizontal and vertical alignment information. The Engineer shall provide a detailed layout and arrangement of construction signs, construction pavement marking, traffic control devices (including temporary signals and signal heads).

3. The Engineer shall be responsible to coordinate with the City and State in scheduling a Traffic Control Workshop and submittal of the TCP for Traffic Control Approval Team (TCAT) approval. The Engineer shall assist the State in coordinating mitigation of impacts to adjacent schools, emergency vehicles, pedestrians, bicyclists and neighborhoods.

4. Continuous, safe access to all properties during all phases of construction is mandatory. The Engineer shall develop TCP to preserve existing curb cuts. Approval from the City is required for any elimination of existing access capacity.

5. The Engineer shall design temporary drainage to replace existing drainage disturbed by construction activities or to drain detour pavement. The Engineer shall show horizontal and vertical location of culverts and required cross sectional area of culverts.

6. The Engineer shall identify and delineate any outstanding ROW parcels.

7. The Engineer shall immediately notify the City and State if the Engineer determines that the project will affect an existing traffic signal or roadway illumination. The Engineer shall address the adjustment or realignment of traffic signal heads and the use of detection for mainlanes and side streets on the plans as directed by the City and State. The Engineer shall address lighting of signalized intersections and shall coordinate with the City.

7. Delineate areas of wetlands on traffic control plan sheets.

B. **Storm Water Pollution Prevention Plans (SW3P).** The Engineer shall develop SW3P, on separate sheets from (but in conformance with) the TCP, to minimize potential impact to receiving waterways. The SW3P shall include text describing the plan, quantities, type, phase and locations of erosion control devices and any required permanent erosion control measures.

C. **Illumination.** The Engineer shall provide illumination layout plans, electrical conduit plans and details for removal of ornamental street lights and hand over to City, design of relocation of street light conduit work, and safety lighting at all intersections. City will reinstall ornamental street lights after completion of TxDOT project. The Engineer shall tabulate all quantities and provide summary sheets.

D. **Landscape Design.** The Engineer shall prepare planting and irrigation plans for landscape enhancements at Signalized intersections of Sunset, Rice and University Blvd. The Engineer shall submit plans, details, quantities, and estimates to City and State at 60% for review and comments, and update for 90%, 95%, and 100% submittals. Planting plans will include species selection and spacing, schedule of materials, sizes, limits of turf and general notes regarding the selected plants and trees. Irrigation plans will include sleeve locations, main line routing, head and valve layout, controller locations and lateral pipe sizing along with all necessary calculations. Additionally, construction details will be provided for both planting and irrigation.

E. **Tree Protection Plan.** The Engineer shall inventory all trees within constructions limits and prepare a Tree Protection Plan and details at 60% level design. The Engineer shall submit plans, details, quantities, and estimates to City and State at 60% for review and comments, and update for 90%, 95%, and 100% submittals.

F. **Estimate.** The Engineer shall independently develop and report quantities in standard State bid format at the 60%, 90%, 95%, and Final PS&E submittals. The Engineer shall identify and document quantity variances to be provided with each submittal. The Engineer shall be prepared to input the estimate into DCIS per the access rights given to the Engineer at the 95% and Final PS&E submittals.

G. **Specifications**. Once the estimate is inputted into DCIS, the Engineer shall develop the list of standard specifications with the appropriate reference items the estimate. The Engineer shall also identify the need for any special specifications, and special provisions. The Engineer shall prepare General Notes from the Houston District's *Master List of General Notes*, Special Specifications and Special Provisions for inclusion in the plans and bidding documents. The Engineer shall provide General Notes, Special Specifications and

Special Provisions in rich text format. The City and City Engineer (HDR) will provide water and sewer specifications.

H . **Construction Time Determination**. The Engineer shall prepare a construction time determination using the latest version of Primavera software in accordance with the State's *Administrative Circular No. 17-93*. The schedule shall indicate tasks, subtasks, critical dates, milestones, and depicts the interdependence of the various items, and adjacent construction packages. The Engineer shall provide assistance to the State in interpreting the schedule.

I. **Roadway Closures**. If applicable, one month prior to the 95 percent milestone submittal, the Engineer shall submit to the City a list of the proposed roadways and lane closures for the project along with the supportive TCP. In addition, the Engineer shall submit a list of contact persons and their addresses to be notified by the City of the proposed closures.

J. **Permits Review**. The Engineer shall review and respond with comments within three working days to the City on all permits submitted to the City by various entities for driveways, street tie-ins or roadway modifications within the area of the project.

K. **Texas Department of Licensing & Review (TDLR)**. The Engineer shall submit plans for accessibility review and address all resulting comments for compliance with TAS & ADA (Final Inspection).

L. **Bid Phase Services.** Project will be Let by the State.
The Engineer shall perform the following tasks on as-needed basis:
a. Provide assistance to State on bid clarifications and addenda.

<u>CONSTRUCTION PHASE SERVICES</u> (Function Code 309)

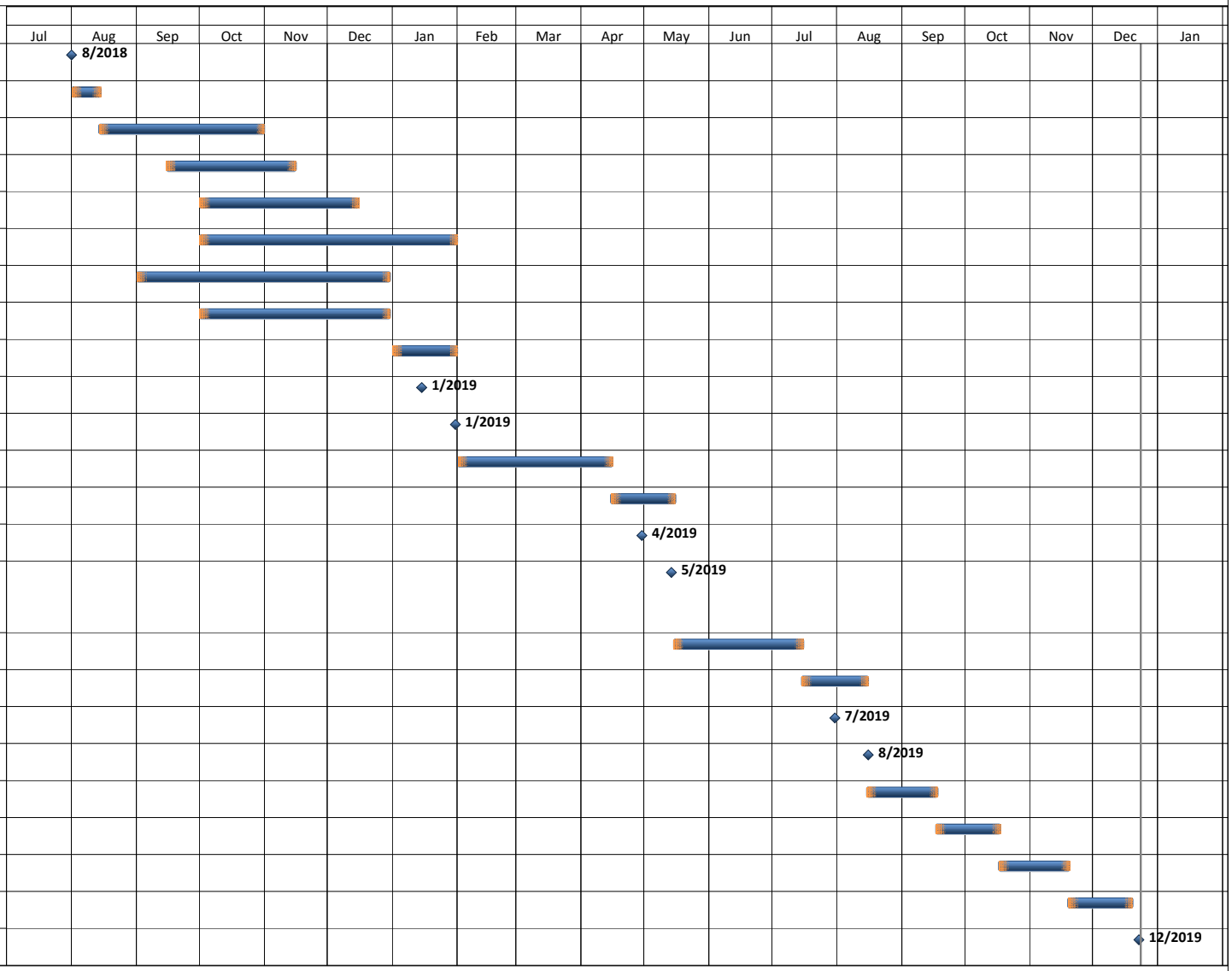
The Engineer shall perform the following tasks on as-needed basis:

i. Attend pre-construction meeting to answer questions
ii. Attend monthly progress meetings with Construction Manager, Contractor, City, and State.
iii. On as-needed basis, review & comment on Contractor's submittals, RFI's, Contractor Proposals, Request for Change Orders (RCO) including coordination with Construction Manager, City, and State on Proposals & Change Orders.
iv. On as-needed basis, provide interpretive guidance for Contractor, City, and State in resolution of problems
v. Attend Substantial Completion Inspection with City and State, and Contractor and assist in preparation of punch list of items by State.
vi. Attend Final Completion Inspection with City, State, and Contractor.
vii. If needed, coordinate and receive construction mark-up of plans and provide the Record Drawings for the project.

ATTACHMENT D

Anticipated Schedule

BUFFALO SPEEDWAY RECONSTRUCTION:Bissonnet to Holcombe
Preliminary Project Design Schedule
CSJ: 0912-72-360
May 31, 2018



ID	Task Name
1	Kick-off Meeting
2	Project Set Up and Sub Authorizations
3	Field Survey & Mapping
4	Geotechnical Study
5	Planimetric Layout, DCC Doc., Cost Est.
6	Categorical Exclusion Report (City Eng. -HDR)
7	H & H Study (City Eng. -HDR)
8	30% - Complete PS&E
9	TxDOT & City Reviews
10	30% Utility Coordination Meeting
11	30% Affected Property Owners Meeting
12	60% - Complete PS&E
13	TxDOT & City Reviews
14	60% Utility Coordination Meeting
15	60% Affected Property Owners & Community-Wide Meeting
16	90% - Complete PS&E
17	TxDOT & City Reviews
18	90% Utility Coordination Meeting
19	90% Affected Property Owners Meeting
20	95% - Complete PS&E
21	TxDOT & City Reviews
22	100% - Complete PS&E
23	Utilities & Agencies Approvals
24	Final Submittal to City & TxDOT

BUFFALO SPEEDWAY RECONSTRUCTION:
BISSONNET TO HOLCOMBE

FREESE AND NICHOLS

City of West University Place

ATTACHMENT E

Anticipated Maximum Fee

ATTACHMENT E - ANTICIPATED MAXIMUM FEE
City of West University Place
Consultant Name: Freese and Nichols, Inc.
Project Name: Buffalo Speedway Recosntruction & Renovation
Limits: Bissonnet St. Blvd. to Holcombe Blvd.

Firm	Lump Sum	Hourly NTE	Total	%
Freese and Nichols - Prime	$842,628.72	$68,471.90	$911,100.62	52.5%
S L Anderson	$30,125.66	$8,806.29	$38,931.95	2.2%
	$0.00	$0.00	$0.00	0.0%
Other	$0.00	$0.00	$0.00	0.0%
Subtotal	**$872,754.38**	**$77,278.19**	**$950,032.57**	**54.7%**
DBE/HUB's:		.		
InfraTECH - Engineering Support	$536,367.39	$21,133.64	$557,501.03	32.1%
Raba-Kistner - Geotechnical Study	$31,662.40	$0.00	$31,662.40	1.8%
Landtech Consultants - Surveying	$155,997.68	$0.00	$155,997.68	9.0%
Lentz Group - Public Involvement	$20,039.60	$0.00	$20,039.60	1.2%
M2L - Landscape/Irrigation	$17,149.56	$3,644.65	$20,794.21	1.2%
Accessibility Check - ADA Compliance Review	$1,055.00	$0.00	$1,055.00	0.1%
	$0.00	$0.00	$0.00	0.0%
Other	$0.00	$0.00	$0.00	0.0%
Total DBE (15% Goal)	**$762,271.63**	**$24,778.29**	**$787,049.92**	**45.3%**
Grand Total (All Services)	**$1,635,026.01**	**$102,056.48**	**$1,737,082.49**	**100.0%**

Freese and Nichols

Prime

ATTACHMENT E - ANTICIPATED MAXIMUM FEE
City of West University Place
Prime Consultant: Freese and Nichols, Inc.

Project and limits: Buffalo Speedway Reconstruction from Bissonnet to Holcombe

City of West University Place
Consultant Name: Freese and Nichols, Inc.
Project Name: Buffalo Speedway Recosntruction & Renovation
Limits: Bissonnet St. Blvd. to Holcombe Blvd.

	Hours						Fee					
	Prime				*other-add as needed*	**Total**	*Prime*				*other-add as needed*	**Total**
Lump Sum												
ROUTE STUDIES AND DESIGN	390					390	$55,046.22					$55,046.22
SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT	307					307	$48,540.69					$48,540.69
RIGHT OF WAY DATA - Utility Coordination & Plans	806					806	$100,494.04					$100,494.04
FIELD SURVEYING AND PHOTOGRAMETRY	92					92	$11,188.32					$11,188.32
ROADWAY DESIGN PLANS & DETAILS, ETC.	1898					1898	$245,272.01					$245,272.01
DRAINAGE DESIGN	1090					1090	$147,609.44					$147,609.44
PERMANENT SIGNALS	16					16	$2,539.72					$2,539.72
SIGNING & PAVEMENT MARKINGS (Support)	10					10	$1,629.14					$1,629.14
MISCELLANEOUS DESIGN -Traffic Control Plans & ITS (Support)	28					28	$5,290.06					$5,290.06
MISCELLANEOUS DESIGN -SW3P (Support)	12					12	$1,759.22					$1,759.22
MISCELLANEOUS DESIGN -Spec's, Estimates, Contract Time Determination	189					189	$28,496.08					$28,496.08
MISCELLANEOUS DESIGN - Illumination (Support)	11					11	$1,852.14					$1,852.14
MISCELLANEOUS DESIGN -Landscape & Tree Protect. Plan (Support)	34					34	$5,003.44					$5,003.44
PROJECT MANAGEMENT - Coord., Admin, Mtgs, Submittals	1150					1150	$178,708.20					$178,708.20
DIRECT EXPENSES							$9,200.00					$9,200.00
Total - Lump Sum	6033	0	0	0	0	6033	$842,628.72	$0.00	$0.00	$0.00	$0.00	$842,628.72
Hourly Not-To-Exceed Services												
MISCELLANEOUS DESIGN - Bid & Award Phase	60					60	$8,502.88					$8,502.88
CONSTRUCTION ADMINISTRATION	322					322	$56,419.02					$56,419.02
DIRECT EXPENSES							$3,550.00					$3,550.00
Total Not-To-Exceed Budget	382	0	0	0	0	382	$68,471.90	$0.00	$0.00	$0.00	$0.00	$68,471.90
GRAND TOTAL BY FIRM	6415	0	0	0	0	6415	$911,100.62	$0.00	$0.00	$0.00	$0.00	$911,100.62

ATTACHMENT E - ANTICIPATED MAXIMUM FEE
Project: Buffalo Speedway Reconstruction & Renovation
Project Limits: Bissonnet St. to Holcombe Blvd.
Prime Consultant: Freese and Nichols, Inc.

Overhead = 181.57%
Profit = 10%

TASK DESCRIPTION	Sr. Project Manager	Sr. Project Engineer	Project Engineer	Design Engineer	Engineer in Training (EIT)	CADD Tech (Tech IV)	Contract Admin.	Clerical						Total Labor Hours & Costs
RAW LABOR RATE	**$72.00**	**$58.00**	**$47.00**	**$43.00**	**$33.00**	**$32.00**	**$32.00**	**$24.00**						
LABOR RATE PER HOUR	**$223.00**	**$179.64**	**$145.57**	**$133.18**	**$102.00**	**$99.11**	**$99.11**	**$74.33**						
ROUTE STUDIES AND DESIGN (FC110)														
Data Collection	2	6	6	10	36									60
Field Reconnaissance and Project Photos	1	4	8	16	12									41
Design Concept Conference Prep & Attendance	10	10	4	6		8								38
Prelinimanry Cost Estimate	3	10	16											29
Alternative Roadway Section Study/Analysis	6	20		10		20								56
Prepare Planimetric Layout Roll Plot	4	50	8	8		60								130
Planimetric Layout Submittals (50% and 100%)	2	10		8		16								36
Sub Total Hours	**28**	**110**	**42**	**58**	**48**	**104**								**390**
Sub Total Direct Labor Costs	**$6,244.00**	**$19,760.40**	**$6,113.94**	**$7,724.44**	**$4,896.00**	**$10,307.44**								**$55,046.22**
SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT (FC 120)														
30% Meeting of Affected Property Owners														
Prepare Exhibits for 30% Meeting of Affected Property Owners	2	8	12		4	24								50
Coordination with City, HDR, Sub, & TxDOT	12		4	4										20
Attend 30% Meeting	6		6	6										18
Provide Summary Minutes of Meeting and Prep Action Items, if any	5		5											10
60% Community-Wide Meeting														
Prepare Exhibits for 60% Community-Wide Meeting	4	12	20											36
Coordination with City, HDR, Sub, & TxDOT	12		6	6										24
Attend 60% Meeting	6		6	6										18
Provide Summary Minutes of Meeting and Prep Action Items, if any	6		6											12
90% Meeting of Affected Property Owners														
Prepare Exhibits for 90% Meeting of Affected Property Owners	3	10	16		6	30								65
Coordination with City, HDR, Sub, & TxDOT	10		6	6										22
Attend 90% Meeting	6		6	6										18
Provide Summary Minutes of Meeting and Prep Action Items, if any	6		6											12
Provide Information and Criteria to Sub on Prep of EPIC Sheets	2													2
Sub Total Hours	**80**	**30**	**99**	**34**	**10**	**54**								**307**
Sub Total Direct Labor Costs	**$17,840.00**	**$5,389.20**	**$14,411.43**	**$4,528.12**	**$1,020.00**	**$5,351.94**								**$48,540.69**
RIGHT OF WAY DATA (Existing Utilities)(FC 130)														
Existing Utility Conflict Study & Assessment	8	10	24	72		40								154
Prepare Color-Coded Existing Utility Plan/Profile Exhibits for Utility Coord. (16 Shts)	2	4	12	40	40	120								218
Office & Site Utility Coordination with City & Franchise Utility Co's and Others	6		40	16										62
Utility Milestone Coordination Notification, Mail-out & Meeting (30%, 60%, & 90%)	8	6	72	20	48	24								178
Prepare Final Existing Utility Plan/Profile for PS&E Set (16 sheets)	2	6	24		40	72								144
Coordination w/ City & HDR to Incl. Water & Sewer Reloc. Plans in 60%, 90%, 95%, & Final PS&E Sets	6		24		12	8								50
Sub Total Hours	**32**	**26**	**196**	**148**	**140**	**264**								**806**
Sub Total Direct Labor Costs	**$7,136.00**	**$4,670.64**	**$28,531.72**	**$19,710.64**	**$14,280.00**	**$26,165.04**								**$100,494.04**
FIELD SURVEYING AND PHOTOGRAMETRY (FC 150)														
Provide Information and Criteria for Topo & Mapping & Esm't. Parcel & Process Information to Surveyor	6	8		18	24	36								92
Sub Total Hours	**6**	**8**		**18**	**24**	**36**								**92**
Sub Total Direct Labor Costs	**$1,338.00**	**$1,437.12**		**$2,397.24**	**$2,448.00**	**$3,567.96**								**$11,188.32**
ROADWAY DESIGN CONTROLS (FC 160)														
Roadway Design														
Horizontal & Vertical Alignment layout & Control Data (est. 4 shts.)	2	30		6	12	36								86
Plan and Profile Sheets (1" = 50' H, 1"=5' V, Avg. 500' per sht)(16 shts)	20	170	32	76	72	280								650
Plan and Profile Sheets (South of Holcombe) (1" = 50' H, 1"=5' V)(2 shts)	4	22	4	10	10	40								90
Typical Sections (2 shts)	2	8	2	4	8	40								64
Provide Information, Criteria, & Coordinate w/ Sub on Pavement, Drive, Sidewalk, Removal Sheets (9 shts)	1	2			2	4								9
Provide Information, Criteria, & Dsign Coordinate w/ Sub on Intersections Layout Design (signalized & unsignalized Int'ns)(25 shts)	1	4				4								9
Provide Information, Criteria, & Design Coord. w/ Sub on Driveway & Sidewalk Field Inventory & Assessment on Limits of Reconst.	1	4				2								7
Roadway & Intersecting Streets Point Data Sheets (4 sht)	1	30		20	8	36								95
Cross Sections (100' Sections, 1"=20' H, 1"=5' V) (15 shts)	2	16	23		39	100								180
Roadway, Drainage, TCP, Signals, SW3P, Signing & Marking, Removal Quantities and Summary Sheets (14 shts)	6	50	20	60		64								200
Provide Information, Criteria, & Design Coordinate w/ Sub on Driveway Details & Tabulation Data (4 shts)	1	6												7
Miscellaneous Details	2	10	16		8	24								60
Sidewalk, Ramp, Bike Lane(if Justif.) Design	2	12		12	16	48								90
Brick Paver Design at Signalized Intersections	1	8		6		16								31
Roadway Standards & Details	1	6		16		24								47
Misc. Roadway Related Design														

ATTACHMENT E - ANTICIPATED MAXIMUM FEE
Project: Buffalo Speedway Reconstruction & Renovation
Project Limits: Bissonnet St. to Holcombe Blvd.
Prime Consultant: Freese and Nichols, Inc.

Overhead = 181.57%
Profit = 10%

TASK DESCRIPTION	Sr. Project Manager	Sr. Project Engineer	Project Engineer	Design Engineer	Engineer in Training (EIT)	CADD Tech (Tech IV)	Contract Admin.	Clerical						Total Labor Hours & Costs
Title Sheet		2		2		6								10
Index of Sheets & Legend Sheet	2	12		20		40								74
Place General Notes (City & TxDOT) in PS&E (20 shts)	1			4		10								15
Coordination w/ HDR & City, City of Houston on Section So. of Holcombe	24		24		24									72
Provide Information & Coordinate w Sub on Prep Geotech Boring log Plans & Drilling			2		2									4
Assemble & Incorporate TxDOT and City Standards in PS&E Set (Est. 80 shts)	2	12		24	20	40								98
Sub Total Hours	**76**	**404**	**123**	**260**	**221**	**814**								**1898**
Sub Total Direct Labor Costs	**$16,948.00**	**$72,574.56**	**$17,905.11**	**$34,626.80**	**$22,542.00**	**$80,675.54**								**$245,272.01**
DRAINAGE DESIGN (FC 161)														
Drainage Report Engineering Support to HDR														
Provide Engineering Information and Criteria Support to HDR in Prep of Draft and Final Drainage Report	6	8		4										18
Attend Meetings with City, HDR, TxDOT and HCFCD Related to Draft & Final Drainage Reports	12													12
Coordination with City, HDR & TxDOT on Draft Drainage Report & Approval of Drainage Report	6													6
Provide Engineering Support to HDR in Addressing TxDOT, HCFCD, City of Houston Comments on Drainage Report	4	8												12
Storm Sewer Design & Drainage Plans														
Provide Information and Design Criteria Support to HDR on Trunk Storm P/P sheets & Details (HDR to Prep.)	8	12		8										28
Provide Information and Design Criteria Support on Overall Drainage Area Maps to HDR (HDR to Prep.)	2	4												6
Prepare Drainage Area Maps (1"=200'), Double Plans (est. 5 shts)	3	30		20	20	40								113
Provide Street Storm Information and Criteria Support to HDR in Prep. of All Hydraulic Calc. & Plans (HDR to Prep)	4	10												14
Prep. Drainage P/P Shts (at 1" = 50' H, 1"=5' V) (est. 18 Shts)	20	185	20	90	85	320								720
Prepare Storm Sewer Laterals (est. 16 ea. Rdwy laterals)	3	12		20	12	60								107
Provide Information and Criteria Design Support to HDR for Development of Non-Standard Structure Details	2	2												4
Design Coordination with HDR on Lateral P/P's, Details, Drainage Area Maps, Quantities, & Estimates	4	4												8
Drainage Plans Quantities	4	12		20	6									42
Sub Total Hours	**78**	**287**	**20**	**162**	**123**	**420**								**1090**
Sub Total Direct Labor Costs	**$17,394.00**	**$51,556.68**	**$2,911.40**	**$21,575.16**	**$12,546.00**	**$41,626.20**								**$147,609.44**
SIGNING, PAVEMENT MARKINGS (PERMANENT) (FC 162)(Signals) &(ITS)														
Provide Information and Design Criteria Support to Sub on Sunset, Rice, & Univ. Blvd. Signals & ITS	4	4		4		4								16
Sub Total Hours	**4**	**4**		**4**		**4**								**16**
Sub Total Direct Labor Costs	**$892.00**	**$718.56**		**$532.72**		**$396.44**								**$2,539.72**
SIGNING, PAVEMENT MARKINGS (PERMANENT) (FC 162)														
Provide Information and Design Criteria Support to Sub on Pav't Marking & Signage	2	4		2		2								10
Sub Total Hours	**2**	**4**		**2**		**2**								**10**
Sub Total Direct Labor Costs	**$446.00**	**$718.56**		**$266.36**		**$198.22**								**$1,629.14**
MISCELLANEOUS DESIGN (FC 163)(Traffic Control Plans)														
Provide Information and Design Criteria Support to Sub on TCPs	8	8		4		2								22
Coordinate & Attend Traffic Control Approval Meeting w/ TxDOT (TCAT)	6													6
Sub Total Hours	**14**	**8**		**4**		**2**								**28**
Sub Total Direct Labor Costs	**$3,122.00**	**$1,437.12**		**$532.72**		**$198.22**								**$5,290.06**
MISCELLANEOUS DESIGN (FC 163)(Stormwater Pollution Prevention Plans)														
Provide Information and Design Criteria Support to Sub on Stormwater Pollution Prevention Plans	2	4				6								12
Sub Total Hours	**2**	**4**				**6**								**12**
Sub Total Direct Labor Costs	**$446.00**	**$718.56**				**$594.66**								**$1,759.22**
MISCELLANEOUS DESIGN (FC 163)(Specifications, Estimates & Contract Time Determination)														
Prepare List of Standard Spec's, Prep. Special Spec's, Special Provisions, General Notes	8	8	20	24										60
Prepare Estimates and Update at Milestone Submittals.	8	24	16	40	16									104
Prepare Construction Time Determination	3	8		8	6									25
Sub Total Hours	**19**	**40**	**36**	**72**	**22**									**189**
Sub Total Direct Labor Costs	**$4,237.00**	**$7,185.60**	**$5,240.52**	**$9,588.96**	**$2,244.00**									**$28,496.08**
MISCELLANEOUS DESIGN (FC 163)(Street Illumination)														
Provide Information and Design Criteria Support to Sub on Street Illumination Design	3	4		2		2								11
	3	**4**		**2**		**2**								**11**

ATTACHMENT E - ANTICIPATED MAXIMUM FEE
Project: Buffalo Speedway Reconstruction & Renovation
Project Limits: Bissonnet St. to Holcombe Blvd.
Prime Consultant: Freese and Nichols, Inc.

Overhead = 181.57%
Profit = 10%

TASK DESCRIPTION	Sr. Project Manager	Sr. Project Engineer	Project Engineer	Design Engineer	Engineer in Training (EIT)	CADD Tech (Tech IV)	Contract Admin.	Clerical						Total Labor Hours & Costs
Sub Total Direct Labor Costs	**$669.00**	**$718.56**		**$266.36**		**$198.22**								**$1,852.14**
MISCELLANEOUS DESIGN (FC 163)(Landscape & Irrigation Design) & (Tree Protection Plan)														
Provide Information and Design Criteria Support to Sub on Landscape/Irrigation Design	4		4		4	4								16
Provide Information and Design Criteria Support to Sub on Tree Protection Plan Design	6		4		4	4								18
Sub Total Hours	**10**		**8**		**8**	**8**								**34**
Sub Total Direct Labor Costs	**$2,230.00**		**$1,164.56**		**$816.00**	**$792.88**								**$5,003.44**
PROJECT MANAGEMENT (FC 164) (Coord., Mtgs., QC/QA, Admin, & Milestone Submittals														
General Coordination with Subconsultants	49	39	20	48		24								180
General Coordination with City Engineer (HDR)	40	8	8	8		16								80
Coordination with City and TxDOT	48		16	18										82
Monthly Design Phase Status Meetings with City & Minutes & Preparation	80		40	40										160
Coordination on TDLR Review & Revisions	2		6		6									14
Milestones QA/QC & Constructibility Reviews (30%, 60%, 90%, 95%, Final)	12	12	96	8		6								134
Project Management, Admin, Contracts, Invoicing, etc.	60			60			60	30						210
Assemble, & Submit Milestones Deliverables(30%, 60%, 90%, 95%, &Final), Prepare Comments Responses	20	60	30	30	30	120								290
Sub Total Hours	**311**	**119**	**216**	**212**	**36**	**166**	**60**	**30**						**1150**
Sub Total Direct Labor Costs	**$69,353.00**	**$21,377.16**	**$31,443.12**	**$28,234.16**	**$3,672.00**	**$16,452.26**	**$5,946.60**	**$2,229.90**						**$178,708.20**
TOTAL HOURS	**665**	**1048**	**740**	**976**	**632**	**1882**	**60**	**30**						**6033**
DIRECT LABOR COSTS	**$ 148,295.00**	**$ 188,262.72**	**$ 107,721.80**	**$ 129,983.68**	**$ 64,464.00**	**$ 186,525.02**	**$ 5,946.60**	**$ 2,229.90**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$833,428.72**
TOTAL LABOR														
DIRECT EXPENSES														
Mileage - 2000 Miles x $0.55 / Mile														$1,100.00
TDLR/RAS Plan Review														
Abstracting														
Paper Plots (11"x17", $.10 ea)														$1,000.00
Photocopies (11"x17", $.10 ea)														$1,000.00
Paper Roll Plots (60", $5/ LF, 20 plots)														$1,000.00
Standard Postage														$200.00
Overnight Mail (Oversized Box) / Courier Delivery														$400.00
Plots (Color on Photographic Paper)														$500.00
Mylar Plots (11"x17", $1.5 ea)														
Budget for Outside Printing of Review Plans & Specifications Sets														$4,000.00
TOTAL EXPENSES														**$9,200.00**
TOTAL (LUMP SUM SERVICES)														**$842,628.72**
SERVICES on As-Needed Basis - Hourly														
MISCELLANEOUS DESIGN (FC 163)(Bid & Award Phase)(TxDOT Let)														
Bid & Award Phase														
Bid Clarifications Assistance to City/TxDOT, As-Needed	8	14		12	10	16								60
Sub Total Hours	**8**	**14**		**12**	**10**	**16**								**60**
Sub Total Direct Labor Costs	**$1,784.00**	**$2,514.96**		**$1,598.16**	**$1,020.00**	**$1,585.76**								**$8,502.88**
CONSTRUCTION ADMINISTRATION (TxDOT Let)														
Construction Phase														
Attend Precon Meeting	6													6
Attend Monthly Progress Meetings(12 @ 4 hrs)	48													48
RFI, Submittals and Shop Drawings Review	16	18	36											70
Provide Interpretation of Drawings/Resolution of Problems Including Revised Plans	12		16			16								44
Budget for Design Related Field Visits & Meetings	36		40											76
Attend Substantial Completion Inspection Walk-through & Assist in Punch List Prep	8													8
Attend Final Inspection Walk-through	8													8
Attend Project Close -out Mtg	4													4
Provide Record Drawings Services, if Needed	4	8		16		30								58
Sub Total Hours	**142**	**26**	**92**	**16**		**46**								**322**
Sub Total Direct Labor Costs	**$31,666.00**	**$4,670.64**	**$13,392.44**	**$2,130.88**		**$4,559.06**								**$56,419.02**
TOTAL HOURS	**150**	**40**	**92**	**28**	**10**	**62**								**382**
DIRECT LABOR COSTS	**$ 33,450.00**	**$ 7,185.60**	**$ 13,392.44**	**$ 3,729.04**	**$ 1,020.00**	**$ 6,144.82**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$64,921.90**
DIRECT EXPENSES														
Mileage - 2000 Miles x $0.55 / Mile														$1,100.00
Paper Plots (11"x17", $.10 ea)														$200.00
Photocopies (11"x17", $.10 ea)														$100.00
TDLR Inspection & Follow ups														$1,000.00

ATTACHMENT E - ANTICIPATED MAXIMUM FEE
Project: Buffalo Speedway Reconstruction & Renovation
Project Limits: Bissonnet St. to Holcombe Blvd.
Prime Consultant: Freese and Nichols, Inc.

Overhead = 181.57%
Profit = 10%

TASK DESCRIPTION	Sr. Project Manager	Sr. Project Engineer	Project Engineer	Design Engineer	Engineer in Training (EIT)	CADD Tech (Tech IV)	Contract Admin.	Clerical						Total Labor Hours & Costs
Paper Roll Plots (60", $5/ LF, 5 plots)														$100.00
Standard Postage														$50.00
Overnight Mail (Oversized Box) / Courier Delivery														$100.00
Plots (Color on Photographic Paper)														$100.00
Mylar Plots (11"x17", $1.5 ea)														
Budget for Outside Printing of Conformed Plans & Specifications Sets														$800.00
TOTAL EXPENSES														**$3,550.00**
TOTAL (Hourly As-Needed Services)														**$68,471.90**

Total	**$911,100.62**

InfraTECH

TCP, Signals, ITS, Illumination, SW3P, etc.

ATTACHMENT E - ANTICIPATED MAXIMUM FEE
Project: Buffalo Speedway Reconstruction & Renovation
Project Limits: Bissonnet St. to Holcombe Blvd.
SubConsultant: InfraTECH

Overhead = 110.00%
Profit = 10%

TASK DESCRIPTION	Project Manager	Senior Engineer	Project Engineer	Design Engineer	EIT	Senior Engineer Tech	Admin			Total Labor Hours & Costs
RAW LABOR RATE	**$80.00**	**$72.00**	**$55.00**	**$48.00**	**$38.00**	**$42.00**	**$25.00**			
LABOR RATE PER HOUR	**$184.80**	**$166.32**	**$127.05**	**$111.00**	**$87.78**	**$97.02**	**$57.75**			
ROUTE STUDIES AND DESIGN (FC110)(Engineering Support Services)										
DATA COLLECTION SUPPORT	2	8	8	16						34
SITE VISIT SUPPORT (SIGNALS, ILLUMIN., ITS)	4		4	8	4					20
DESIGN CONCEPT CONFERENCE SUPPORT & ATTRENDANCE	4	4								8
Sub Total Hours	**10**	**12**	**12**	**24**	**4**					**62**
Sub Total Direct Labor Costs	**$1,848.00**	**$1,995.84**	**$1,524.60**	**$2,664.00**	**$351.12**					**$8,383.56**
SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT (FC 120)(Engineering Support Services)										
PREPARE AND ATTEND PUBLIC MEETINGS (3 TOTAL)	12	9			4					25
PREPARE EPIC SHEETS	1	3		4						8
Sub Total Hours	**13**	**12**		**4**	**4**					**33**
Sub Total Direct Labor Costs	**$2,402.40**	**$1,995.84**		**$444.00**	**$351.12**					**$5,193.36**
RIGHT OF WAY DATA (Existing Utilities)(FC 130)(Eng. Support Services)										
REVIEW ROW MAP		2	2							4
REVIEW UTILITY LOCATIONS AND LAYOUTS		4	4							8
Sub Total Hours		**6**	**6**							**12**
Sub Total Direct Labor Costs		**$997.92**	**$762.30**							**$1,760.22**
FIELD SURVEYING AND PHOTOGRAMETRY (FC 150)(Eng. Support Services)										
Sub Total Hours										
Sub Total Direct Labor Costs										
ROADWAY DESIGN CONTROLS (FC 160)(Eng. Support Services)										
Pavement, Drive, Sidewalk, Removal Sheets (9 shts)	1	22	12	8	28	76				147
Intersections Layout Design (signalized & unsignalized Intersections)(25 shts)	1	60	8	12	48	116				245
Driveway & Sidewalk Field Inventory & Assessment on Limits of Reconst.	1	4		24	24	12				65
Driveway Details & Tabulation Data (4 shts)	1	24		20	8	35				88
Prep Geotech Boring log Plans & Drilling Profiles from Infor from Geotech Consultant	1	3		6	12	22				44
Sub Total Hours	**5**	**113**	**20**	**70**	**120**	**261**				**589**
Sub Total Direct Labor Costs	**$924.00**	**$18,794.16**	**$2,541.00**	**$7,770.00**	**$10,533.60**	**$25,322.22**				**$65,884.98**
DRAINAGE DESIGN (FC 161)										
Sub Total Hours										
Sub Total Direct Labor Costs										
SIGNING, PAVEMENT MARKINGS (PERMANENT) (FC 162)										
SIGNING AND PAVEMENT MARKING LAYOUTS	6	26	52	78	155	103				420
SMALL SIGN DETAILS & SOLAR RADAR SIGN DETAIL	2	4		16	24					46

ATTACHMENT E - ANTICIPATED MAXIMUM FEE
Project: Buffalo Speedway Reconstruction & Renovation
Project Limits: Bissonnet St. to Holcombe Blvd.
SubConsultant: InfraTECH

Overhead = 110.00%
Profit = 10%

TASK DESCRIPTION	Project Manager	Senior Engineer	Project Engineer	Design Engineer	EIT	Senior Engineer Tech	Admin			Total Labor Hours & Costs
SUMMARY OF SMALL SIGNS	2	4		12	16					34
COMPUTE & TABULATION OF QUANTITIES-SIGNING (60%,90%,95% and Final)	2	4	8	12	12	4				42
COMPUTE & TABULATION OF QUANTITIES-PAVEMENT MARKING AND DELINEATION (60%,90%,95% and Final)	2	4	8	20	20	4				58
STANDARDS		4			16					20
Sub Total Hours	**14**	**46**	**68**	**138**	**243**	**111**				**620**
Sub Total Direct Labor Costs	**$2,587.20**	**$7,650.72**	**$8,639.40**	**$15,318.00**	**$21,330.54**	**$10,769.22**				**$66,295.08**
SIGNALIZATION(PERMANENT) (FC 162)(At Sunset, Rice, & University)										
TRAFFIC SIGNAL DESIGN (PERMANENT)										
A. AT RICE BLVD										
a. TRAFFIC SIGNAL WARRANT ANALYSIS	2	6	12		20					40
b. CONDITION DIAGRAM	2	2	8		16	16				44
c. PROPOSED SIGNAL LAYOUT, WIRING &PHASING	2	4	16		40	40				102
d. CONSTRUCTION DETAIL SHEET	2	4			16	16				38
e. COORDINATION WITH CPE ON POWER & POLE/METER		1			2					3
f. SIGN DETAILS SHEET	1	2	2		8	12				25
B. AT SUNSET BLVD										
a. TRAFFIC SIGNAL WARRANT ANALYSIS	2	6	12		20					40
b. CONDITION DIAGRAM	1	2	8		16	16				43
c. PROPOSED SIGNAL LAYOUT, WIRING &PHASING	2	4	16		40	40				102
d. CONSTRUCTION DETAIL SHEET	2	4			16	16				38
e. COORDINATION WITH CPE ON POWER & POLE/METER		1			2					3
f. SIGN DETAILS SHEET	1	2	2		8	12				25
C. AT UNIVERSITY BLVD										
a. TRAFFIC SIGNAL WARRANT ANALYSIS	2	6	12		20					40
b. CONDITION DIAGRAM	1	2	8		16	16				43
c. PROPOSED SIGNAL LAYOUT, WIRING &PHASING	2	4	16		40	40				102
d. CONSTRUCTION DETAIL SHEET	2	4			16	16				38
e. COORDINATION WITH CPE ON POWER & POLE/METER		1			2					3
f. SIGN DETAILS SHEET	1	2	2		8	12				25
TRAFFIC SIGNAL GENERAL NOTES	1	2	4		8					15
TRAFFIC SIGNAL STANDARDS	1	1	4		16	24				46
ITS LAYOUT SHEETS	4	16	32		128	64				244
COMPUTE & TABULATION OF QUANTITIES - ITS (60%,90%,95% and Final)	1	3	6		30					40
COMPUTE & TABULATION OF QUANTITIES - SIGNALS (60%,90%,95% and Final)	2	4	8		41					55
Sub Total Hours	**34**	**83**	**168**		**529**	**340**				**1154**
Sub Total Direct Labor Costs	**$6,283.20**	**$13,804.56**	**$21,344.40**		**$46,435.62**	**$32,986.80**				**$120,854.58**
MISCELLANEOUS DESIGN (FC 163)(TCP's)										
TRAFFIC CONTROL PLAN, DETOURS & SEQUENCE OF CONSTRUCTION:										
CONCEPTUAL TRAFFIC CONTROL PLAN	2	4	4	16	32					58
TCP WORKSHOP (TOTAL 2)	4		4		4					12
SEQUENCE OF CONSTRUCTION NARRATIVE / TCP GENERAL NOTES	1	2	4		8					15
ADVANCE SIGNING LAYOUTS		1	2	4	8					15
CONSTRUCTION SEQUENCE OVERVIEW PER PHASE (3 BASIC PHASES)	1	2	8	16	24					51
TRAFFIC CONTROL PLANS (3 BASIC PHASES)	16	33	65	174	261	261				810
TCP TYPICAL SECTIONS (1 SHEET PER PHASE)	2	4	8	12	36					62
INTERSECTION DETAIL SHEETS	1	4	8	12	36					61
TRAFFIC CONTROL PLAN - DETOUR LAYOUTS (1 SHEET PER PHASE)	2	4	8	24	40					78
DRIVEWAY STAGING SHEET	1	1	2	4	8					16
MISC DETAILS SHEETS	1	1	2	4	12					20
TCP STANDARDS		1			24					25
TEMPORARY SIGNAL DESIGN		18		24						42
COMPUTE & TABULATE TCP QUANTITIES (BY PHASE) (60%,90%,95% and Final)	2	4	8	16	36					66

ATTACHMENT E - ANTICIPATED MAXIMUM FEE
Project: Buffalo Speedway Reconstruction & Renovation
Project Limits: Bissonnet St. to Holcombe Blvd.
SubConsultant: InfraTECH

Overhead = 110.00%
Profit = 10%

TASK DESCRIPTION	Project Manager	Senior Engineer	Project Engineer	Design Engineer	EIT	Senior Engineer Tech	Admin			Total Labor Hours & Costs
Sub Total Hours	**33**	**79**	**123**	**306**	**529**	**261**				**1331**
Sub Total Direct Labor Costs	**$6,098.40**	**$13,139.28**	**$15,627.15**	**$33,966.00**	**$46,435.62**	**$25,322.22**				**$140,588.67**
MISCELLANEOUS DESIGN (FC 163)(SW3P)										
PREPARE STORMWATER POLLUTION PREVENTION PLANS, DETAILS, STD. QUANTITIES, ESTIMATE	5	13	48	32	68	100				266
Sub Total Hours	**5**	**13**	**48**	**32**	**68**	**100**				**266**
Sub Total Direct Labor Costs	**$924.00**	**$2,162.16**	**$6,098.40**	**$3,552.00**	**$5,969.04**	**$9,702.00**				**$28,407.60**
MISCELLANEOUS DESIGN (FC 163)(Street Illumination Conduit)										
REVIEW EXIST ILLUMINATION AND PRELIMINARY LIGHTING LAYOUTS (1 ROLL PLOT)	2	16								
ROADWAY LIGHTING LAYOUT SHEETS	2	24		60	80	40				206
VOLTAGE DROP CALCULATIONS		4			24					28
CIRCUIT DIAGRAMS		4		16						20
ILLUMINATION DETAILS	2	4		8	24					38
POWER SERVICE DETERMINATION AND COORDINATION WITH ELECTRIC UTILITIY	4									4
ILLUMINATION STANDARDS	4				12					16
COMPUTE & TABULATE OF QUANTITIES - ILLUMINATION ((60%,90%,95% and Final)	1	4	8	8	24					45
Sub Total Hours	**15**	**56**	**8**	**92**	**164**	**40**				**375**
Sub Total Direct Labor Costs	**$2,772.00**	**$9,313.92**	**$1,016.40**	**$10,212.00**	**$14,395.92**	**$3,880.80**				**$41,591.04**
PROJECT MANAGEMENT (FC 164)										
PROJECT MANAGEMENT & PROJECT ADMINISTRATION(Contracts work, internal meetings, etc)	96						48			144
PROGRESS/COORDINATION MEETINGS INCLUDES MILESTONE REVIEW AND RESOLUTION MEETINGS	48		48							96
GENERAL NOTES	4	8								12
SPECIFICATIONS AND PROVISIONS	2	4	8							14
CONSTRUCTION COST EST. (30%, 60%, 90%, 95% & FINAL)	2		8	12						22
SUBMITTAL PREPARATION / COMMENT RESPONSES										
30% PS&E SUBMITTAL/ COMMENT RESPONSES	1	2	2		4					9
60% PS&E SUBMITTAL/ COMMENT RESPONSES	2	4	8	8	8					30
90% PS&E SUBMITTAL/ COMMENT RESPONSES	4	8	8	8	8					36
95% PS&E SUBMITTAL/ COMMENT RESPONSES	2	4	8	8	8					30
100% PS&E SUBMITTAL/ COMMENT RESPONSES	2	2	4	4	4					16
	163	**32**	**94**	**40**	**32**		**48**			**409**
	$30,122.40	**$5,322.24**	**$11,942.70**	**$4,440.00**	**$2,808.96**		**$2,772.00**			**$57,408.30**
TOTAL HOURS	**287**	**439**	**499**	**674**	**1625**	**1013**	**48**			**4851**
DIRECT LABOR COSTS	**$ 53,037.60**	**$ 73,014.48**	**$ 63,397.95**	**$ 74,814.00**	**$ 142,642.50**	**$ 98,281.26**	**$ 2,772.00**	**$ -**	**$ -**	**$536,367.39**
TOTAL LABOR										
TOTAL (LUMP SUM SERVICES)										**$536,367.39**
SERVICES on As-Needed Basis - Hourly										
MISCELLANEOUS DESIGN (FC 163)(Bid & Award Phase)										
Bid & Award Phase										
Bid Clarifications Assistance to City/TxDOT, As-Needed (Signals, ITS, TCP, Illumination)	6	6	4			4				20
Sub Total Hours	**6**	**6**	**4**			**4**				**20**

ATTACHMENT E - ANTICIPATED MAXIMUM FEE
Project: Buffalo Speedway Reconstruction & Renovation
Project Limits: Bissonnet St. to Holcombe Blvd.
SubConsultant: InfraTECH

Overhead = 110.00%
Profit = 10%

TASK DESCRIPTION	Project Manager	Senior Engineer	Project Engineer	Design Engineer	EIT	Senior Engineer Tech	Admin			Total Labor Hours & Costs
Sub Total Direct Labor Costs	**$1,108.80**	**$997.92**	**$508.20**			**$388.08**				**$3,003.00**
CONSTRUCTION ADMINISTRATION(FC 309)										
Construction Phase										
Attend Precon Meeting	6									6
RFI, Submittals and Shop Drawings Review	10	10								20
Provide Interpretation of Drawings/Resolution of Problems Including Revised Plans	8	8								16
Budget for Design Related Field Visits & Meetings	6	6								12
Attend Substantial Completion Inspection Walk-through for Signals, ITS, Illumination	6									6
Attend Final Inspection Walk-through for Signals, ITS, Illumination	6									6
Provide Record Drawings Services, if Needed	4	6				12				22
Sub Total Hours	**46**	**30**				**12**				**88**
Sub Total Direct Labor Costs	**$8,500.80**	**$4,989.60**				**$1,164.24**				**$14,654.64**
TOTAL HOURS	**52**	**36**	**4**			**16**				**108**
DIRECT LABOR COSTS	**$ 9,609.60**	**$ 5,987.52**	**$ 508.20**	**$ -**	**$ -**	**$ 1,552.32**	**$ -**	**$ -**	**$ -**	**$17,657.64**
DIRECT EXPENSES										
Mileage - 720 Miles x $0.55 / Mile										$396.00
Paper Plots (11"x17", $.10 ea) (2,400)										$240.00
Photocopies (11"x17", $.10 ea) (2,400)										$240.00
TDLR Inspection & Follow ups										
Paper Roll Plots (60", $5/ LF) (144 LF)										$720.00
Standard Postage										
Overnight Mail (Oversized Box) / Courier Delivery (4)										$80.00
Plots (Color on Photographic Paper)										
Mylar Plots (11"x17", $1.5 ea)										
12-Hour Counts (Veh/Ped/Bike) at Sunset Blvd., Rice, University Blvd.										$1,800.00
TOTAL EXPENSES										**$3,476.00**
TOTAL (Hourly As-Needed Services)										**$21,133.64**

TOTAL	**$557,501.03**

Raba-Kistner

Geotech Investigation

ATTACHMENT E - ANTICIPATED MAXIMUM FEE
Project: Buffalo Speedway Reconstruction & Renovation
Project Limits: Bissonnet St. to Holcombe Blvd.
Geotechnical Consultant: Raba-Kistner

Overhead = NA
Profit = 10%

TASK DESCRIPTION	Task Manager	Engineer	Logger	Drafting	Clerical	Total Labor Hours & Costs
LABOR RATE PER HOUR	**$187.00**	**$115.50**	**$88.00**	**$71.50**	**$68.20**	
FC 110 - ROUTE STUDIES AND DESIGN						
Geotech Study, Analysis & Report	12	48	32	12	12	116
FC 110 - Sub Total Hours	**12**	**48**	**32**	**12**	**12**	**116**
FC 110 - Sub Total Direct Labor Costs	**$2,244.00**	**$5,544.00**	**$2,816.00**	**$858.00**	**$818.40**	**$12,280.40**
DIRECT EXPENSES		**Quantity**		**Unit**	**Unit Rate**	**Cost**
Subsurface Field Investigation						
Mobilization of Drill Rig		40		Miles	$4.60	**$184.00**
Drilling/Sampling (0'-50')		295		Foot	$11.00	**$3,245.00**
Crew Travel				Days	$86.00	
Trip Charge (RKCI's) (3 trips)				Miles	$1.00	
Coring		14		Each	$150.00	**$2,100.00**
Traffic Control		1		Lump Sum	$9,360.00	**$9,360.00**
Laboratory Tests						
Atterberg Limits (PI)		28		Each	$62.00	**$1,736.00**
Minus 200-mesh Sieve		28		Each	$48.00	**$1,344.00**
Unconfined Compres.		14		Each	$45.00	**$630.00**
Moisture Content		87		Each	$9.00	**$783.00**
TOTAL EXPENSES						**$19,382.00**
TOTAL (LUMP SUM SERVICES)						**$31,662.40**

Landtech Consultants

Surveying & Mapping

ATTACHMENT E - ANTICIPATED MAXIMUM FEE

Project: Buffalo Speedway Reconstruction & Renovation

Project Limits: Bissonnet St. to Holcombe Blvd.

Survey Sub Consultant: Landtech Consultants

Overhead = 0.00%

Profit = 10%

TASK DESCRIPTION	RPLS Project Manager	RPLS Task Leader	Senior Survey Tech	Survey Tech/ CADD	2 Man Field Party	3 Man Field Party	Abstractor	Total Labor Hours & Costs
RAW LABOR RATE	**$158.76**	**$144.85**	**$99.58**	**$92.14**	**$145.00**	**$180.00**	**$79.15**	
LABOR RATE PER HOUR	**$174.64**	**$159.30**	**$109.50**	**$101.00**	**$159.50**	**$198.00**	**$87.07**	
RIGHT OF WAY DATA (FC 130)								
Buffalo Speedway from Bissonnet to 600 feet south of Holcombe Boulevard								0
1. Deed abstract and research, Field work to determine existing right of way line. Prepare right of way map.	8	16	56	88	64		24	256
2. Prepare metes and bound, parcel sketch and survey map for a proposed storm sewer easement at the Catholic Church and Poor Farm Ditch.	2	8	8	12	8			38
								0
								0
								0
Sub Total Hours	**10**	**24**	**64**	**100**	**72**	**0**	**24**	**294**
Sub Total Direct Labor Costs	**$1,746.40**	**$3,823.20**	**$7,008.00**	**$10,100.00**	**$11,484.00**	**$0.00**	**$2,089.68**	**$36,251.28**
FIELD SURVEYING AND TOPOGRAPHY(FC 150)								
1. Topographic survey of Buffalo Speedway from Bissonnet to 600 foot south of Holcombe Boulevard. Extend topo 100 feet each way at street intersections. Cross section at 100 foot interval extending 15 foot pass right of way line or up to existing fence line. Locate construction point on driveways. Survey the existing storm sewer through the Catholic Church property and obtain three cross section of Poor Farm Ditch. Prepare plan and profie strip map in Microstation.	16	48	96	320	240			720
2. Establish horizontal and vertical control network. Tie to TxDOT URS network and FEMA datum. Provide equation between the two datums. Prepare survey control map and recovery sketches. Stake design baseline.	4	24	48	56	80			212
								0
								0
Sub Total Hours	**20**	**72**	**144**	**376**	**320**	**0**	**0**	**932**
Sub Total Direct Labor Costs	**$3,492.80**	**$11,469.60**	**$15,768.00**	**$37,976.00**	**$51,040.00**	**$0.00**	**$0.00**	**$119,746.40**
TOTAL HOURS	**30**	**96**	**208**	**476**	**392**	**0**	**24**	**1226**
DIRECT LABOR COSTS	**$ 5,239.20**	**$ 15,292.80**	**$ 22,776.00**	**$ 48,076.00**	**$ 62,524.00**	**$ -**	**$ 2,089.68**	**$155,997.68**
TOTAL LABOR								
TOTAL (LUMP SUM SERVICES)								**$155,997.68**

The Lentz Group

Public Involvement Support

ATTACHMENT E - ANTICIPATED MAXIMUM FEE
Project: Buffalo Speedway Reconstruction & Renovation
Project Limits: Bissonnet St. to Holcombe Blvd.
Public Involvment Sub Consultant: The Lentz Group

Overhead = 160.00%
Profit = 10%

TASK DESCRIPTION	Principal	Sr. Task Manager			Total & Costs
RAW LABOR RATE	**$65.00**	**$35.00**	**$0.00**	**$0.00**	
LABOR RATE PER HOUR	**$186.00**	**$100.10**	**$0.00**	**$0.00**	
PUBLIC INVOLVEMENT					
Coordinate venues and dates with City for 3 MAPOs	1	6			7
Research HCAD property owners, update mailing and email list	2	16			18
Attend one TxDOT coordination meeting each for 3 MAPOs	1	12			13
Create and mail notices, 3 MAPOs	4	12			16
Develop handout, questionnaire, sign-in sheets and nametags, 3 MAPOs	6	18			24
One person prep for and staff each of 3 MAPOs	2	12			14
Prepare meeting summaries for 3 MAPOs	4	20			24
Consultant team meetings and conferences	4	12			16
Additional publicity for 60% completion meeting: web posting, news release, e-blast	6	18			24
Sub Total Hours	**30**	**126**	**0**	**0**	156
Sub Total Direct Labor Costs	**$5,580.00**	**$12,612.60**	**$0.00**	**$0.00**	**$18,192.60**
DIRECT EXPENSES	**Quantity**	**Unit**			
Mailings, 3 MAPOs. 100 mailings each meeting	300	$3.00			$ 900.00
Meeting materials, 3 MAPOs. 50 copies each meeting	150	$5.00			$ 750.00
Supplies for Meetings (Nametags, Dots, etc.)	3	$30.00			$ 90.00
Mileage	200	$0.535			$ 107.00
					$ -
					$ -
					$ -
					$ -
TOTAL EXPENSES					**$ 1,847.00**
GRAND TOTAL (LUMP SUM SERVICES)					**$ 20,039.60**

S. L. Anderson

Tree Protection Plan

ATTACHMENT E - ANTICIPATED MAXIMUM FEE
Project: Buffalo Speedway Reconstruction & Renovation
Project Limits: Bissonnet St. to Holcombe Blvd.
Sub Consultant: S L Anderson

Overhead = 120.00%
Profit = 10%

TASK DESCRIPTION	Principal	Associate	Clerical	Sr. CADtech		Total Labor Hours & Costs
RAW LABOR RATE	**$62.00**	**$50.00**	**$25.00**	**$41.50**		
LABOR RATE PER HOUR	**$150.00**	**$121.00**	**$60.50**	**$100.43**		
MISCELLANEOUS DESIGN (FC163)(Tree Protection Plan)						
Field Work, Photos, & Plan Development	30	60	10	50		150
Coordination Meeting with Prime & City	8					8
Public Meeting Assistance (3 Meeings)	15					15
Quantities & Cost Estimates (60%, 90%, 95%, 100%)	4	12				16
Plan Revisions Per TxDOT & City Comments	9	24		12		45
60%,90%,95%, & 100% Submittals	4	8				12
Sub Total Hours	**70**	**104**	**10**	**62**		**246**
Sub Total Direct Labor Costs	**$10,500.00**	**$12,584.00**	**$605.00**	**$6,226.66**		**$29,915.66**
DIRECT EXPENSES						
Mileage - 200 Miles x $0.55 / Mile						$110.00
TDLR/RAS Plan Review						
Abstracting						
Paper Plots (11"x17", $.10 ea)						$100.00
Photocopies (11"x17", $.10 ea)						
Paper Roll Plots (60", $5/ LF, 20 plots)						
Standard Postage						
Overnight Mail (Oversized Box) / Courier Delivery						
Plots (Color on Photographic Paper)						
Mylar Plots (11"x17", $1.5 ea)						
Budget for Outside Printing of Review Plans & Specifications Sets						
TOTAL EXPENSES						**$210.00**
TOTAL (LUMP SUM SERVICES)						**$30,125.66**
SERVICES on As-Needed Basis - Hourly						
MISCELLANEOUS DESIGN (FC 163)(Bid & Award Phase)						
Bid & Award Phase						
Bid Item Clarifications	4	5				9
Sub Total Hours	**4**	**5**				**9**

ATTACHMENT E - ANTICIPATED MAXIMUM FEE

Project: Buffalo Speedway Reconstruction & Renovation

Project Limits: Bissonnet St. to Holcombe Blvd.

Sub Consultant: S L Anderson

Overhead = 120.00%

Profit = 10%

TASK DESCRIPTION	Principal	Associate	Clerical	Sr. CADtech		Total Labor Hours & Costs
Sub Total Direct Labor Costs	**$600.00**	**$605.00**				**$1,205.00**
CONSTRUCTION ADMINISTRATION (FC 309)						
Construction Phase						
RFI Submittals and Shop Drawings Review	6	8				14
Provide Interpretation of Drawings/Resolution of Problems Including Revised Plans	6	10		3		19
Budget for Design Related Field Visits & Meetings	12	12				24
Sub Total Hours	**24**	**30**		**3**		**57**
Sub Total Direct Labor Costs	**$3,600.00**	**$3,630.00**		**$301.29**		**$7,531.29**
TOTAL HOURS	**28**	**35**		**3**		**66**
DIRECT LABOR COSTS	**$ 4,200.00**	**$ 4,235.00**	**$ -**	**$ 301.29**	**$ -**	**$8,736.29**
DIRECT EXPENSES						
Mileage - 100 Miles x $0.55 / Mile						$55.00
Paper Plots (11"x17", $.10 ea)						$15.00
Photocopies (11"x17", $.10 ea)						
TDLR Inspection & Follow ups						
Paper Roll Plots (60", $5/ LF, 5 plots)						
Standard Postage						
Overnight Mail (Oversized Box) / Courier Delivery						
Plots (Color on Photographic Paper)						
Mylar Plots (11"x17", $1.5 ea)						
Budget for Outside Printing of Conformed Plans & Specifications Sets						
TOTAL EXPENSES						**$70.00**
TOTAL (Hourly As-Needed Services)						**$8,806.29**

TOTAL	**$38,931.95**

M2L Architects

Landscape Design

ATTACHMENT E - ANTICIPATED MAXIMUM FEE
Project: Buffalo Speedway Reconstruction & Renovation
Project Limits: Bissonnet St. to Holcombe Blvd.
Sub Consultant: M2L

Overhead = 170.00%
Profit = 10%

TASK DESCRIPTION	Project Principal	Project Manager	Landscape Designer			Total Labor Hours & Costs
RAW LABOR RATE	**$55.00**	**$35.00**	**$23.00**			
LABOR RATE PER HOUR	**$163.40**	**$103.95**	**$68.31**			
MISCELLANEOUS DESIGN (FC163)(Landscape & Irrigation Design)						
1. Project Management (meetings, coordination, etc.)	4	12				16
2. Conceptual landscape design (intersections and bus shelters)	4	16	16			36
3. Construction Documents (intersections and bus shelters)						
a. Hardscape Layout Plans and Details	4	16	16			36
b. Irrigation Plans and Details	2	22	8			32
c. Planting Plans and Details	2	12	16			30
d. Specifications	6	2				8
e. Homeowner Landscape design restoration standards	2	8				10
Sub Total Hours	**24**	**88**	**56**			**168**
Sub Total Direct Labor Costs	**$3,921.60**	**$9,147.60**	**$3,825.36**			**$16,894.56**
DIRECT EXPENSES						
Mileage - 100 Miles x $0.55 / Mile						$55.00
TDLR/RAS Plan Review						
Abstracting						
Paper Plots (11"x17", $.10 ea)						
Photocopies (11"x17", $.10 ea)						$200.00
Paper Roll Plots (60", $5/ LF, 20 plots)						
Standard Postage						
Overnight Mail (Oversized Box) / Courier Delivery						
Plots (Color on Photographic Paper)						
Mylar Plots (11"x17", $1.5 ea)						
Budget for Outside Printing of Review Plans & Specifications Sets						
TOTAL EXPENSES						**$255.00**
TOTAL (LUMP SUM SERVICES)						**$17,149.56**
SERVICES on As-Needed Basis - Hourly						
MISCELLANEOUS DESIGN (FC 163)(Bid & Award Phase)						
Bid & Award Phase						
Bid Item Clarifications	1	5				6
Sub Total Hours	**1**	**5**				**6**

ATTACHMENT E - ANTICIPATED MAXIMUM FEE
Project: Buffalo Speedway Reconstruction & Renovation
Project Limits: Bissonnet St. to Holcombe Blvd.
Sub Consultant: M2L

Overhead = 170.00%
Profit = 10%

TASK DESCRIPTION	Project Principal	Project Manager	Landscape Designer			Total Labor Hours & Costs
Sub Total Direct Labor Costs	**$163.40**	**$519.75**				**$683.15**
CONSTRUCTION ADMINISTRATION (FC 309)						
Construction Phase						
RFI Submittals and Shop Drawings Review	2	6				8
Provide Interpretation of Drawings/Resolution of Problems Including Revised Plans	2	6				8
Budget for Design Related Field Visits & Meetings	2	6				8
Sub Total Hours	**6**	**18**				**24**
Sub Total Direct Labor Costs	**$980.40**	**$1,871.10**				**$2,851.50**
TOTAL HOURS	**7**	**23**				**30**
DIRECT LABOR COSTS	**$ 1,143.80**	**$ 2,390.85**	**$ -**	**$ -**	**$ -**	**$3,534.65**
DIRECT EXPENSES						
Mileage - 200 Miles x $0.55 / Mile						$110.00
Paper Plots (11"x17", $.10 ea)						
Photocopies (11"x17", $.10 ea)						
TDLR Inspection & Follow ups						
Paper Roll Plots (60", $5/ LF, 5 plots)						
Standard Postage						
Overnight Mail (Oversized Box) / Courier Delivery						
Plots (Color on Photographic Paper)						
Mylar Plots (11"x17", $1.5 ea)						
Budget for Outside Printing of Conformed Plans & Specifications Sets						
TOTAL EXPENSES						**$110.00**
TOTAL (Hourly As-Needed Services)						**$3,644.65**

TOTAL	**$20,794.21**

Accessibility Check

ADA Compliance Plan Review

ATTACHMENT E - ANTICIPATED MAXIMUM FEE

Project: Buffalo Speedway Reconstruction & Renovation

Project Limits: Bissonnet St. to Holcombe Blvd.

Sub Consultant: Accessibility Check

Proposal

ACCESSIBILITY CHECK

10710 S. Sam Houston Pkwy. W. #240
Houston, Texas 77031
713-995-1993

February 22, 2018

MR. RON BAVARIAN, P.E.
Freese and Nichols
10497 Town and Country Way, Suite 600
Houston, Texas 77024

Re: TAS Plan Review and Inspection Services
Buffalo Speedway

Proposed fees based on an estimated construction cost of $300,000.00

• TAS Plan Review	$ 375.00
• TAS Inspection & Trip Charge	$ 515.00
Total Fees for Buffalo Speedway	**$ 880.00**

* In addition a current filing fee of **$175** is paid directly to TDLR at the time each project is registered. Accessibility Check does not cover the filing fee or register the project. (All fees are subject to change.)

ATTACHMENT F

Insurance for Designated Professional Services Contracts

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/27/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ames & Gough 8300 Greenboro Dr. Suite 980 McLean VA 22102	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 703-827-2277 **FAX (A/C, No):** 703-827-2279 **E-MAIL ADDRESS:** admin@amesgough.com
INSURED FREEAND-02 Freese and Nichols, Inc. 4055 International Plaza, Suite 200 Fort Worth TX 76109	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Continental Casualty Company (CNA) 20443 **INSURER B :** Hartford Casualty Insurance Company 29424 **INSURER C :** Trumbull Insurance Company A+ (XV) 27120 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1880252927 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			42UUNNI6224	10/23/2017	10/23/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			42UENNI6305	10/23/2017	10/23/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$1,000,000 $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			42RHUNI5748	10/23/2017	10/23/2018	EACH OCCURRENCE AGGREGATE 	$10,000,000 $10,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		42WBCU2821	10/23/2017	10/23/2018	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
A	Professional Liability			AEH008214422	10/23/2017	10/23/2018	5,000,000 / per claim	10,000,000 aggr

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Buffalo Speedway Reconstruction from Bissonet to Holcombe Blvd.
The City and its employees, officers, officials, agents, and volunteers are included as additional insured with respects to General and Auto Liability when required by written contract. Waiver of Subrogation applies to General, Auto, and Workers Compensation as required by written contract and allowed by law and in favor of City.

CERTIFICATE HOLDER

City of West University Place
Attn: Assistant City Manager
3826 Amherst Street
West University Place TX 77005

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ATTACHMENT G

Document and Information Exchange

ATTACHMENT G

Computer Graphics Files for Document and Information Exchange

I. Project File Submission.

a. Engineer shall submit project files through:

1. Texas Department of Transportation (TxDOT) Dropbox Service, if possible, which is accessible at https://ftp.dot.state.tx.us/dropbox, or
2. If the TxDOT Dropbox Service cannot be used, Engineer shall use one or more of the following media formatted: compact-discs (CD), digital versatile discs (DVD), universal serial bus (USB) flash drive, or any methods as directed by State.

b. Engineer shall make certain all files and media submitted to State are virus-free.

c. State will reject submissions that are not accompanied by a complete and accurate TxDOT Media Information Form.

II. General Project File Requirements.

a. Compatibility with State Hardware and Software.

1. General Requirements

A. Unless directed in writing by State's project manager, Engineer shall use only the software listed in Table 1, Approved Software, in performing the work that is the subject of this agreement.

B. Engineer shall make certain that all media, files and data formats are completely compatible with State's information resources. Engineer is responsible for requesting any additional information it deems necessary to ensure compatibility.

Table 1. Approved Software

Software Type	Approved Software
Word Processing	Microsoft Word 2010
Spreadsheet	Microsoft Excel 2010
Database	Microsoft Access 2010
Computer-Aided Design and Drafting (CADD)	Bentley MicroStation V8i Bentley GEOPAK Suite V8i
Operating System	Microsoft Windows 7

2. Graphics File Requirements

A. Along with each graphics file submitted, Engineer shall submit plots generated from that file.

B. Using State's hardware and software, each graphics file must display as plotted and subsequently plot as displayed without conversion, translation, or additional manipulation.

C. Engineer shall not invoice State for any conversion or translation expenses incurred by the Engineer to achieve compatibility with State hardware and software.

III. MicroStation Graphics Files Requirements

a. State will furnish, on its choice of media, the following:

1. TxDOT File Examples
2. TxDOT Plot File Examples
3. Applicable TxDOT CAD File Naming Convention Guideline

b. MicroStation Design File (DGN File) Characteristics

1. Unless authorized in writing by State, Engineer shall provide DGN files consistent with TxDOT standards including level use, font designations, line weight, and color criteria shown on the Planimetric / DTM table.
2. Engineer shall promptly notify State's project manager of any compatibility problems that arise

c. Project Design File Criteria.

1. Planimetric File.
   A. Generally, the planimetric file is a product of stereo digitized aerial photography.
   B. The planimetric file contains existing topographic and geographic features within the limits of the projected contract.
   C. The planimetric file serves as a foundation for referencing and the development of the proposed improvements.
   D. Unless authorized in writing by State, Engineer shall not modify the planimetric file.
2. Master Design File or Schematic Layout.
   A. The master design file or schematic layout consists of a graphical description of proposed improvements and contains graphic elements representing engineering alignments and proposed features.
   B. Categories that can simultaneously reference identical coordinates of the planimetric include right of way maps, roadway design, bridge design, traffic signing, signals, striping and control plans, and project limits profiles.
3. Sheet File.
   A. Standard sheet format must be appropriate to the category of the design file it references.
   B. The referenced design file must be displayed within a single sheet file and terminate by clip referencing to match lines contained in the design file.
   C. The sheet file must contain all annotation appropriate to the design file application or category being referenced. Typical examples are text, dimensioning, ramp labeling, patterning, hatching, profile data.

d. Graphics Media Requirements

Any media delivered to State by Engineer shall include documentation of the following:

A. Media directory listing
B. Symbology, weight, style, and color standards for design elements
C. Level menu showing level use consistent with State's standards
D. Font characteristics and pen tables consistent with State's standards.
E. Completed Media Information Form (see pages 4-9)
F. CAD File Naming Convention Guidelines for State's District or Division in which the work is to be performed.

e. Minimum MicroStation Graphics File Requirements.

At a minimum requirement, the DGN files shall be comprised of elements defined with the following graphic entities and attributes.

A. Required Graphic Entities.

Line - 2 connected points that form a single entity

Line Strings – a series of connected points that form a single entity

Polygon – a series of connected points that form a closed entity

Circle – the geometric definition of a circle (not a line string)

Arc – a segment of a circle (not a linestring or polygon)

Symbol – a group of graphic entities that form a single entity

Cell – a named, retrievable symbol

B. Required Entity Attributes.

Level – a drawing layer that can be selectively turned on or off

Line Weight – a line weight (width)

Line Style – a line symbology (dashed, dot-dash, etc.)

Color – a color code

TEXAS DEPARTMENT OF TRANSPORTATION
MEDIA INFORMATION FORM

FIRM NAME _____

FIRM CONTACT _____ **PHONE NO** _____

STATE CONTACT _____

MEDIA OPERATING SYSTEMS _____

MEDIA FORMAT _____

LIMITS _____

CONTRACT NO. _____

CSJ NO. _____ **HIGHWAY NO.** _____
THE FILES HAVE BEEN SCANNED
FOR VIRUSES AND ARE VIRUS FREE: _____
(NAME)

(EXAMPLE FOR THE MEDIA LABEL: THE FILES LISTED ON THIS FORM THAT ARE ON 2 OR MORE MEDIA MUST BE LABELED WITH THE CSJ NO. 0999-99-9999 AND NUMBERING SYSTEM OF 1 OF 2, 2 OF 2.)

MEDIA LABEL _____ **OF** _____

TO BE COMPLETED BY THE STATE.

INDEX NUMBER: _____ **DATE RECEIVED:** _____

RECEIVED BY: _____

DELIVERED BY: _____

VERIFIED VIRUS FREE: _____ **DATE:** _____

SPECIAL INSTRUCTIONS: _____

DRAWING INDEX

CSJ NO. _____ HIGHWAY NO. _____

MEDIA LABEL _____ OF _____ CONTRACT NO._____

DESIGN FILE NAME	DESCRIPTION/STATION LIMITS	SIZE	SHEET	REFERENCE
102ral01.dgn	Alignment File			

LEVEL STRUCTURE

CSJ NO.		DRAWING TITLE		HIGHWAY
		ROADWAY PLAN AND PROFILE		

DESIGN FILE NAME		STATION LIMITS		SHEET NO
RPP09.DGN		**1046+00 TO 1057+00**		**107**

RF	REFERENCE FILE NAME	REFERENCE DESCRIPTION
1	**ALIGN.DGN**	*HORIZONTAL ALIGNMENT FILE*
2	*BGEOM.DGN*	*BRIDGE GEOMETRY FILE*
3	*DTOPO.DGN*	*DESIGN TOPOGRAPHY*
4	*RGEOM.DGN*	*ROADWAY GEOMETRY FILE*
5	*PPSHT01.DGN*	*REF BORDER FOR ROAD PLAN AND PROFILE SHTS.*
6	*RDWYPRO.DGN*	*PROFILE*
CELL LIBRARY:		*XXX.CEL*
PLOT CONFIG:		*XXX.PLT*

PLOTTING INFORMATION

CSJ NO. _____ HIGHWAY NO. _____

MEDIA LABEL _____ OF _____ ACCOUNT/CONTRACT NO. _____

PLOTTING INSTRUCTIONS:

COLOR TABLES

PEN TABLES

CELL LIBRARIES

PLAN SHEETS (DGN.FILES)

PARCEL SKETCHES (DGN FILES WITH DIFFERENT DESC)

EXAMPLE DOCUMENTATION

AVAILABLE AT YOUR REQUEST

- Cell Library
- Plotting Pen Tables
- Menus
- Seed Files

Planimetric / DTM

File Level Menu

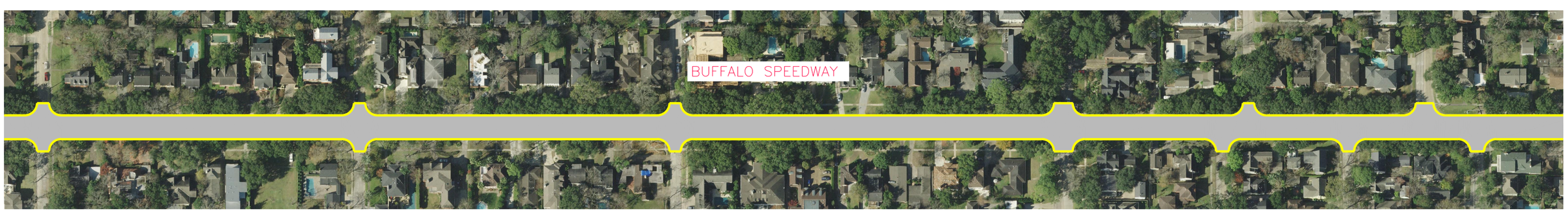
Photogrammetry Feature	DTM	Microstation V8 Name	Level
Control			
Horizontal Control, Principal Point	no	p_control ground ctrl	1
Road			
Paved Road , Curb	yes	p_road paved, curb	2
Dirt Road	yes	p_road dirt	3
Guard Rails	no	p_road guard rail	4
Guard Fences	no	p_road guard fence	5
Guard Posts	no	p_road guard post	7
Concrete Barrier	no	p_road conc barrier	6
Paint Stripe Solid and Dashed	yes	p_road paint stripe	62
Bridge End	yes	p_road bridge end	9
Cattle Guard	no	p_road cattle guard	16
Overhead Sign	no	p_road overhead sign	7
General Road Feature	no	p_road general feature	7
Railroad			
Railroad Track RR Controls	no	p_railroad rr control	10
Drainage			
Concrete Dam	yes	p_drainage conc dam	27
Concrete Drain	yes	p_drainage conc drain	28
Earthen Dam	yes	p_drainage earthen dam	26
Riprap	yes	p_drainage riprap	8
Culvert	yes	p_drainage culvert	9
Inlet	yes	p_drainage inlet	9
Water	yes	p_drainage water	25
Marsh	yes	p_drainage marsh	24
Structure			
Building	no	p_structure building	11
Ruin	no	p_structure ruins	12
Sidewalk	no	p_structure sidewalk	13
Slab	no	p_structure slab	14
Porch, Deck	no	p_structure porch	15
Stairs, Steps	no	p_structure stairs	16
Fence, Gate, Post	no	p_structure fence	17
Retaining Wall	no	p_structure ret wall	18
Wall	no	p_structure wall	18
Cemetery	no	p_structure cemetery	23
Billboard	no	p_structure billboard	21
Sign, Sign Pole, Sign Post	no	p_structure sign	21
Antenna, Cellular Tower, Satellite Dish	no	p_structure antenna	20
Windmill	no	p_structure windmill	23
Flag Pole	no	p_structure flag pole	20
Pipes	no	p_structure pipe	23
Tank	no	p_structure tank	23
Area Under Construction	no	p_structure constr area	12
General, AC Unit, Goal Large, Small Circle	no	p_structure general	23
Unidentified Feature	no	p_structure unidentified	23
Utility			
Fire Hydrant	no	p_utility fire hydrant	20

Manhole	no	p_utility manhole	20
Marker, Meter, Valve	no	p_utility marker	20
Transmission Tower, transmission Line	no	p_utility trans tower	20
Pipeline	no	p_utitlity pipeline	22
General, Pole,Pole LP, TFP, LP			
Traffic Light, Gas Light	no	p_utility general pole	20
Vegetation			
Woods	no	p_veg woods	29
Tree	no	p_veg tree	29
Tree Farm	no	p_veg tree farm	30
Tree Orchard	no	p_veg tree orchard	29
Palm	no	p_veg palm	29
Digital Terrain Model (DTM)			
Breakline	yes	p_dtm breakline	40
General Breakline	yes	p_dtm general breakline	53
Retaining Wall Breakline	yes	p_dtm retaining wall	48
Sidewalk Breakline	yes	p_dtm sidewalk	43
Mass Points	yes	p_dtm mass points	38
Water Obscured	yes	p_dtm water obscured	45
Obscured Area	yes	p_dtm obscured area	41
Pit and Fill Area	yes	p_dtm pit or fill area	24
Stock Pile	yes	p_dtm stock pile	19

ATTACHMENT H

Overview Map


HOLCOMBE
BUFFALO SPEEDWAY


BUFFALO SPEEDWAY


BISSONNET
BUFFALO SPEEDWAY

Texas Department of Transportation

P.O. BOX 1386, HOUSTON, TEXAS 77251-1386| 713.802.5000 | WWW.TXDOT.GOV

August 30, 2018

CERTIFIED MAIL 91 7199 9991 7037 5516 1742

Mr. Patrick J. Walters
Operations Superintendent
City of West University Place
3826 Amherst
West University Place, Texas 77005

RE: CSJ: 0912-72-360
CS: Buffalo Speedway from Bissonnet to Holcombe

Dear Mr. Walters:

Thank you for sending us the consultant contract between the City of West University Place (City) and Freese and Nichols, Inc (FN) for the subject project. The contract has been reviewed by the Texas Department of Transportation and our comments regarding the contract have been addressed. We have determined that the contract adequately describes the work to be performed and that the contract is for a fair and reasonable price. We request that you proceed to execute the contract with FN at your earliest convenience. When the contract has been fully executed, we request that you send us a copy of the fully executed contract and all subcontracts. This will allow us to set up the contract with our Accounting Department so that the City can be reimbursed for your costs.

Once you have executed the agreement with FN we would like to host a design kick off meeting with your design team at our office.

We look forward to starting this project soon. Please contact me, at (713) 802-5501, should you have any questions or need additional information.

Sincerely,

Mark D. Patterson, P.E.
Director of Consultant
Contracts Administration
Houston District

BC: William R. Brudnick, P.E.
Larry Blackburn, P.E.
Mohammed Zubair, P.E.

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF WEST UNIVERSITY PLACE, TEXAS

AGENDA OF:	September 10, 2018	**AGENDA ITEM:**	4
DATE SUBMITTED:	August 28, 2018	**DEPARTMENT:**	Fire Department
PREPARED BY:	Aaron Taylor, Fire Chief / EMC	**PRESENTER:**	Aaron Taylor, Fire Chief / EMC
SUBJECT:	**MOU with Southside Place regarding the Proposed Auden Street Drainage Hazard Mitigation Grant**		
ATTACHMENTS:	**Memorandum of Understanding**		

EXPENDITURE REQUIRED:	Yes
AMOUNT BUDGETED:	None
ACCOUNT NO.:	101-2010-74090 Other Contracted Services
ADDITIONAL APPROPRIATION REQUIRED:	N/A
ACCOUNT NO.:	N/A

EXECUTIVE SUMMARY

On July 9, 2018 Council authorized the execution of Task Order 1 with grant management firm DCMC Partners to begin development of Hazard Mitigation Grant Program (HMGP) applications for the Buffalo Speedway and Auden Street Drainage Projects.

As part of the HMGP application process, the attached Memorandum of Understanding with the City of Southside Place represents both Cities' acknowledgement and agreement of the shared interest, impact, cooperation needed and each City's cost share related to the proposed Auden Street Drainage Project.

RECOMMENDATION

Staff recommends City Council authorize the City Manager to execute this MOU with Southside Place for the proposed HMGP Auden Street Drainage Project.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SOUTHSIDE PLACE
AND THE CITY OF WEST UNIVERSITY PLACE

This is a MEMORANDUM OF UNDERSTANDING ("MOU") between: (1) the City of West University Place, Texas, a municipality located in Harris County, Texas ("West University") and (2) the City of Southside Place, Texas, a municipality located in Harris County, Texas ("Southside"). West University and Southside (the parties) agree as follows:

I. The City of West University Place is seeking funding through FEMA's Hazard Mitigation Grant Program ("HMGP") for drainage infrastructure improvements along Auden Street between University Boulevard and Bellaire Boulevard; this project is referred to as the "Auden Street Drainage Project." The City of West University Place has already submitted "Notice of Intent" to the Texas Division of Emergency Management (TDEM) and will be submitting the HMGP application on behalf of the parties.

II. It is understood that the "Auden Street Drainage Project" represents a shared storm water drainage improvement project to provide mutual benefit to both jurisdictions and that both jurisdictions support the HMGP application and, if awarded, both jurisdiction support the completion on this project. It is also understood that the project area largely exists within the jurisdiction of Southside. If the grant is awarded, the parties will make every reasonable effort to minimize the impact to both West University and Southside residents during the construction phase(s) of the project.

III. The HMGP application for the "Auden Street Drainage Project" will be submitted to TDEM as a phased project. If Phase I is awarded for design and engineering, it is understood that there are no guarantees that additional phases of the project will be awarded by TDEM.

IV. The City of West University Place and Southside agree to provide all necessary information which may include property values, NFIP repetitive loss information, flood damage reports and other information to support application development.

V. The HMGP cost share will be 75% (federal) and 25% (local). If awarded, the 25% cost match for Phase I of the project will be split 50/50 between the parties. The cost share for Phase II will be determined upon notice of award, and an amendment to this agreement will be drafted to document each party’s local share. The current estimated project cost is $3,600,000.

VI. If the grant is awarded, payments for Southside's portion of the cost share will be made to West University after each quarter for eligible project costs incurred by West University during the previous quarter.

VII. *Liaisons*. Until changed by notice from the Southside City Council to West University, Southside's Liaison is its City Manager. West University's Liaison is its City Manager.

This MOU is signed and dated as of _____, 2018.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SOUTHSIDE PLACE
AND THE CITY OF WEST UNIVERSITY PLACE

CITY OF SOUTHSIDE PLACE	CITY OF WEST UNIVERSITY PLACE
By: _____	By: _____
Name: Title:	Name: Title:
ATTEST/SEAL: _____	ATTEST/SEAL: _____
Name: Title:	Name: Title:

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF WEST UNIVERSITY PLACE, TEXAS

AGENDA OF:	September 10, 2018	**AGENDA ITEM:**	5
DATE SUBMITTED:	September 4, 2018	**DEPARTMENT:**	Finance
PREPARED BY:	Marie Kalka, Finance Director	**PRESENTER:**	Marie Kalka, Finance Director
SUBJECT:	**Receipt of Certified Appraisal Roll, Tax Assessor Certification of Collection Rate and Effective and Rollback Tax Rate Calculation**		
ATTACHMENTS:	**1.** Resolution **2.** 2018 Certification of Appraisal Roll from Harris County Chief Appraiser **3.** 2018 Certification of Estimated Collection Rate from Harris County Tax Office **4.** 2018 Notice of Effective Tax Rate		

EXPENDITURE REQUIRED:	N/A
AMOUNT BUDGETED:	N/A
ACCOUNT NO.:	N/A
ADDITIONAL APPROPRIATION REQUIRED:	N/A
ACCOUNT NO.:	N/A

EXECUTIVE SUMMARY

Chapter 26 of the Texas Property Tax Code outlines several property tax related items that must be presented to council. These are the certified appraisal roll, the certified collection rate and the Notice of Effective Tax Rate.

The Chief Appraiser of the Harris County Appraisal District (HCAD) certified our 2018 appraisal roll and we received the roll from Harris County Tax Office, our Tax Assessor/Collector on August 21, 2018. In accordance with Section 26.04 (b) of the Texas Property Tax Code, the following values are submitted:

Total Appraised Value	6,311,024,947
Total Exemptions	263,227,329
Total Taxable Value	6,047,797,618
Total Uncertified Taxable Value (under protest)	106,583,005
Estimated Taxable Value of property not included on certified roll	20,038,210
Total Taxable Value of New Property	47,341,196

Including the anticipated values for the Uncertified Taxable Value, 106,583,005, and the property not included on the certified roll, 20,038,210, the total anticipated certified value for the City of West University Place for 2018 is 6,174,418,833, a 1.31% increase over the 2017 certified values.

On August 13, 2018, the Harris County Tax Assessor – Collector, estimated an anticipated collection rate of 99.69% for 2018.

All taxing units that levied property taxes for 2017 and intend to levy them for 2018 must calculate and publish an effective tax rate and rollback tax rate. Although the actual calculation can become more complicated, simply stated, the effective tax rate would provide the taxing unit with approximately the same amount of revenue it had the year before on properties taxed in both years. The rollback rate is the sum of the effective M&O rates times 108% plus the rate required for debt service.

The 2018 Effective and Rollback Tax Rates were calculated by the City's Tax Assessor-Collector, Ann Harris Bennett, Harris County Tax Assessor-Collector, and are presented for your review and acceptance.

Chapter 26 of the Texas Property Tax Code requires Council to take a record vote and schedule two public hearings if the City intends to adopt a property tax rate that exceeds the lower of the effective or rollback tax rate. The dates of those hearings should be scheduled for a special meeting on October 1, 2018 and during the Regular Meeting of October 8, 2018. The council is scheduled to adopt the 2018 tax rate at a Special Council Meeting to be scheduled on Monday, October 15, 2018.

RECOMMENDATION

Approve resolution proposing a not-to-exceed tax rate and schedule public hearings for October 1, 2018 and October 8, 2018.

Review and accept the 2018 Certified Appraisal Roll.

Review and accept the 2018 Certification of Estimated Collection Rate from Harris County Tax Office.

Review and accept the 2018 Notice of 2018 Tax Year Proposed Property Tax Rate as calculated by the City Tax Assessor/Collector.

- The proposed tax rate is .33048 per $100 valuation
- The effective tax rate is .31519 per $100 valuation
- The rollback tax rate is .33049 per $100 valuation

City of West University Place
Harris County, Texas

RESOLUTION XXXX

RESOLUTION ACKNOWLEDGING RECEIPT OF APPRAISAL ROLL, CERTIFICATION OF ESTIMATED COLLECTION RATE, NOTICE OF EFFECTIVE TAX RATE AND RELATED INFORMATION; AND CONTAINING RELATED PROVISIONS.

Whereas on August 21, 2018, the City Council of the City of West University Place (the "Taxing Unit") received the appraisal roll and related information from its assessor and collector of taxes;

Whereas the City Council desires to proceed with the steps necessary to levy ad valorem taxes; NOW THEREFORE;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST UNIVERSITY PLACE:

SECTION 1. The matters described in the preamble of this resolution are found and determined to be true and correct and are adopted, ratified and confirmed.

SECTION 2. All actions by the assessor and collector of taxes prior to this date, with respect to such calculations and publications are approved, ratified and confirmed in all respects.

SECTION 3. All resolutions and parts of resolutions in conflict herewith are hereby repealed to the extent of the conflicts only.

SECTION 4. If any word, phrase, clause, sentence, paragraph, section or other part of this resolution or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the reminder of this resolution and the application of such word, phrase, clause, sentence, paragraph, section or other part of this resolution to any other persons or circumstances shall not be affected thereby.

SECTION 5. The City Council officially finds, determines and declares that a sufficient written notice of the date, hour, place and subject of each meeting at which this resolution was discussed, considered or acted upon was given in the manner required by the Texas Open Meetings Act, as amended, and that each such meeting has been open to the public as required by law at all times during such discussion, consideration and action. The City Council ratifies, approves and confirms such notices and the contents and posting thereof.

SECTION 6. This resolution shall take effect immediately upon its adoption and signature.

PASSED AND APPROVED this 10th day of September, 2018.

(SEAL)

ATTEST:

_____ _____

Thelma A. Gilliam, City Secretary Susan Sample, Mayor

APPROVED AS TO FORM: **RECOMMENDED BY:**

_____ _____

Alan Petrov, City Attorney M. Chris Peifer, City Manager

085

HARRIS COUNTY APPRAISAL DISTRICT
HOUSTON, TEXAS

THE STATE OF TEXAS, }
COUNTY OF HARRIS. }

2018
CERTIFICATION OF APPRAISAL ROLL AND
LISTING OF PROPERTIES UNDER SECS. 26.01(c) AND (d)
FOR
City of West University Place

Pursuant to Section 26.01(a), Texas Tax Code, I hereby certify the 2018 appraisal roll of properties taxable by City of West University Place. The roll is delivered in electronic form.

The total appraised value now on the appraisal roll for this unit is: $6,311,024,947

The taxable value now on the appraisal roll for this unit is: $6,047,797,618

As required by Section 26.01(c), Texas Tax Code, I have included with your roll a listing of those properties which are taxable by the unit but which are under protest and are therefore not included in the appraisal roll values approved by the appraisal review board and certified above. My estimate of the total taxable value which will be assigned to such properties if the owners' claims are upheld by the appraisal review board is: $106,583,005

Pursuant to Section 26.01(d), Texas Tax code, the estimated value of taxable property not under protest and not yet included on the certified appraisal roll, after hearing loss, is $20,038,210

Signed this 24th day of August, 2018

Roland Altinger, CAE, RPA, CTA
Chief Appraiser

ASSESSOR'S ACKNOWLEDGEMENT

As tax assessor/collector of the above-named taxing unit, I hereby acknowledge receipt of the certified 2018 appraisal roll on this the _____ day of _____, 2018

ANN HARRIS BENNETT
Tax Assessor-Collector & Voter Registrar
www.hctax.net

August 13, 2018 - REVISED

Ms. Marie Kalka
City of West University Place
3800 University Place
West University Place, TX 77005-2899

Reference: Truth-In-Taxation

Dear Ms. Kalka:

The following information is provided for City of West University Place's 2018 Truth-In-Taxation calculations. In accordance with the certification requirements of Sec. 26.04(b), Texas Property Tax Code, the following information is provided for use on the Rollback Tax Rate Worksheet:

The anticipated collection rate for 2018 is 99.69%, as calculated under Sec. 26.012(2).

Excess 2017 debt tax collections were $0.00. This amount is to be used in the 2018 debt tax rate calculation because the 2017 actual debt tax collection rate met the anticipated 2017 debt collection rate which was equal to 100%, pursuant to Sec. 26.04(e)(3)(C), Texas Property Tax Code.

The amount of taxes refunded in tax year 2017 for prior tax years is 30,204.04. Included in the amount are refunds from court decisions, Sec. 25.25(b) and (c) corrections, and Sec. 31.11 payment errors. The amount is to be entered on line 13 of the Effective Tax Rate Worksheet.

The 2018 tax roll is expected to be certified by the Harris County Appraisal District on August 10, 2018. The Harris County Tax Assessor-Collector's Office anticipates delivery of this roll the week of August 20, 2018.

Should you have any questions or need further assistance, please call me at 713-274-8110 or Jessica Arambul, at 713-274-8172.

Sincerely,

Elizabeth Doss

Elizabeth Doss, PCC
Director, Property Tax

NOTICE OF 2018 TAX YEAR PROPOSED PROPERTY TAX RATE FOR CITY OF WEST UNIVERSITY PLACE

A tax rate of $0.33048 per $100 valuation has been proposed for adoption by the governing body of City of West University Place. This rate exceeds the lower of the effective or rollback tax rate, and state law requires that two public hearings be held by the governing body before adopting the proposed tax rate.

The governing body of City of West University Place proposes to use revenue attributable to the tax rate increase for the purpose of operations that support the City on a day-to-day basis. Examples include street maintenance, legal fees, and compensation and benefits for all employees including police, fire and parks.

PROPOSED TAX RATE	$0.33048 per $100
PRECEDING YEAR'S TAX RATE	$0.31680 per $100
EFFECTIVE TAX RATE	$0.31519 per $100
ROLLBACK TAX RATE	$0.33049 per $100

The effective tax rate is the total tax rate needed to raise the same amount of property tax revenue for City of West University Place from the same properties in both the 2017 tax year and the 2018 tax year.

The rollback tax rate is the highest tax rate that City of West University Place may adopt before voters are entitled to petition for an election to limit the rate that may be approved to the rollback rate.

YOUR TAXES OWED UNDER ANY OF THE ABOVE RATES CAN BE CALCULATED AS FOLLOWS:

property tax amount= (rate) x (taxable value of your property)/100

For assistance or detailed information about tax calculations, please contact:

Ann Harris Bennett
Harris County Tax Assessor-Collector
713-274-8000
www.hctax.net

You are urged to attend and express your views at the following public hearings on the proposed tax rate:

First Hearing: October 1, 2018 at 6:30 PM at City of West University Place Municipal Building, 3800 University Blvd., West University Place, TX.

Second Hearing: October 8, 2018 at 6:30 PM at City of West University Place Municipal Building, 3800 University Blvd., West University Place, TX.

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF WEST UNIVERSITY PLACE, TEXAS

AGENDA OF:	September 10, 2018	**AGENDA ITEM:**	6
DATE SUBMITTED:	September 4, 2018	**DEPARTMENT:**	Finance
PREPARED BY:	Marie Kalka, Finance Director	**PRESENTER:**	Marie Kalka, Finance Director
SUBJECT:	**Record Vote on 2018 Property Tax Rate**		
ATTACHMENTS:	**Resolution**		

EXPENDITURE REQUIRED:	N/A
AMOUNT BUDGETED:	N/A
ACCOUNT NO.:	N/A
ADDITIONAL APPROPRIATION REQUIRED:	N/A
ACCOUNT NO.:	N/A

EXECUTIVE SUMMARY

Chapter 26 of the Texas Property Tax Code requires Council to take a record vote and schedule two public hearings if the City intends to adopt a property tax rate above the effective tax rate. The effective tax rate is generally the prior year's taxes divided by the current year's taxable value of properties that were also on the tax roll in both years. The effective tax rate excludes taxes on properties no longer in the taxing unit and also excludes the current taxable value of new properties. The resulting tax rate, used for comparison only, shows the relationship between the prior year's revenue and the current year's values.

The effective and rollback tax rates for 2018 are $0.31519 and $0.33049 per $100 valuation, respectively. The debt service rate is $0.12403 per $100 valuation. The difference between the tax rate that is adopted and the debt service rate will be available to the General Fund for Maintenance & Operations.

At this stage of the budget and tax rate adoption process, the Council has typically voted for a "not-to-exceed" rate, the highest rate that it might approve later, after further review of the City Manager's proposed budget, and the tax rate that is necessary to support that budget. The tax rate that is eventually adopted may be lower than the rate voted on today.

This action is NOT the adoption of the 2018 tax rate, but merely a record vote proposing a rate that will be used to prepare the required notice and hearing publications. At a future scheduled meeting, the council will adopt a budget and then adopt a tax rate that supports that budget. That meeting is planned for October 15, 2018.

RECOMMENDATION

Adopt a Resolution, taking a record vote on the proposed “not to exceed’ tax rate of $0.33048 and call the necessary public hearings, with the first public hearing to be held on October 1, 2018 at 6:30 p.m. and the second public hearing to be held on October 8, 2018 at 6:30 p.m. Both public hearings will be held in the West University Place Municipal Building at 3800 University Blvd, West University Place, TX.

City of West University Place
Harris County, Texas

RESOLUTION XXXX

RESOLUTION PROPOSING A NOT-TO-EXCEED TAX RATE AND SCHEDULING PUBLIC HEARINGS; AND CONTAINING RELATED FINDINGS AND PROVISIONS.

SECTION 1. The City Council formally proposes a combined ad valorem tax rate for 2018 of $0.33048 per $100 valuation. This proposal shall be placed on the agenda of a future meeting as an action item, subject to the hearing schedule below.

SECTION 2. A public hearing on the proposed tax increase is hereby scheduled for October 1, 2018 in the Council Chambers, 3800 University Blvd., West University Place, Texas 77005 at 6:30 p.m. The City Secretary shall make arrangements for the meeting and shall provide notice as required by law.

SECTION 3. A second public hearing on the proposed tax increase is hereby scheduled for October 8, 2018 in the Council Chambers, 3800 University Blvd, during the City Council meeting set to begin at 6:30 p.m. The City Secretary shall make arrangements for the meeting and shall provide notice as required by law.

SECTION 4. All prior resolutions and parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict only.

SECTION 5. If any word, phrase, clause, sentence, paragraph, section or other part of this resolution or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the reminder of this resolution and the application of such word, phrase, clause, sentence, paragraph, section or other part of this resolution to any other persons or circumstances shall not be affected thereby.

SECTION 6. The City Council officially finds, determines and declares that a sufficient written notice of the date, hour, place and subject of each meeting at which this resolution was discussed, considered or acted upon was given in the manner required by the Texas Open Meetings Act, as amended, and that each such meeting has been open to the public as required by law at all times during such discussion, consideration and action. The City Council ratifies, approves and confirms such notices and the contents and posting thereof.

SECTION 6. This resolution shall take effect immediately upon its adoption and signature.

PASSED AND APPROVED this 10th day of September, 2018.

(SEAL)

ATTEST:

_____ _____

Thelma A. Gilliam, City Secretary Susan Sample, Mayor

APPROVED AS TO FORM: **RECOMMENDED BY:**

_____ _____

Alan Petrov, City Attorney M. Chris Peifer, City Manager

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF WEST UNIVERSITY PLACE, TEXAS

AGENDA OF:	September 10, 2018	**AGENDA ITEM:**	7
DATE SUBMITTED:	September 4, 2018	**DEPARTMENT:**	Finance
PREPARED BY:	Marie Kalka, Finance Director	**PRESENTER:**	Marie Kalka, Finance Director
SUBJECT:	**Schedule Public Hearing on 2019 Budget**		
ATTACHMENTS:	**None**		

EXPENDITURE REQUIRED:	N/A
AMOUNT BUDGETED:	N/A
ACCOUNT NO.:	N/A
ADDITIONAL APPROPRIATION REQUIRED:	N/A
ACCOUNT NO.:	N/A

EXECUTIVE SUMMARY

Section 102.006 of the Texas Local Government Code requires the governing body of a municipality shall set a date and publish notice of a public hearing on the proposed budget. The hearing shall occur no less than 15 days after filing the budget with the City Secretary but before the date the governing body adopts the tax rate, which is scheduled for Monday, October 15, 2018.

The notice of the two tax public hearings will be published in the Wednesday, September 12, 2018 issue of the West U Examiner and the notice of the public hearing on the 2019 Budget will be published in the Wednesday, September 26, 2018 issue of the West U Examiner.

A copy of the draft proposed budget will be submitted to the City Secretary and posted on the City's website by the end of the day September 14, 2018.

RECOMMENDATION

Staff recommends Council set the date for the public hearing on the budget for October 8, 2018 at 6:30 p.m. at the City of West University Place City Hall, located at 3800 University Blvd, West University Place, TX 77005.

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF WEST UNIVERSITY PLACE, TEXAS

AGENDA OF:	September 10, 2018	**AGENDA ITEM:**	8
DATE SUBMITTED:	September 7, 2018	**DEPARTMENT:**	Finance
PREPARED BY:	James Urban, HR Director	**PRESENTER:**	M. Chris Peifer, City Manager
SUBJECT:	**Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election**		
ATTACHMENTS:	**Official Ballot**		

EXPENDITURE REQUIRED:	N/A
AMOUNT BUDGETED:	N/A
ACCOUNT NO.:	N/A
ADDITIONAL APPROPRIATION REQUIRED:	N/A
ACCOUNT NO.:	N/A

EXECUTIVE SUMMARY

The Texas Municipal League Intergovernmental Risk Pool (TMLIRP) has issued a ballot to elect Trustees for Places 11 through 14 on its Board. As a member of TMLIRP, the City is entitled to vote.

Council can, by majority vote, select the candidates of its choice for each position (see attached summary of officials in alphabetical order) or it can designate authority to the City Manager on behalf of City Council. There can only be one vote for one candidate for each place and candidates are nominated to serve a six-year term.

RECOMMENDATION

Staff recommends Council designate the authority to vote Trustees for Places 11 through 14 for the Texas Municipal League Intergovernmental Risk Pool to the City Manager.

PLACE 11

☐ **Dietrich von Biedenfeld**. Alderman for the City of West Columbia (Region 14) since May 2012. Mr. Biedenfeld teaches at the Marilyn Davies College of Business at the University of Houston – Downtown and is a VA-accredited attorney. He serves as Chair of the Dispute Resolution Committee and past Chair of the Public Contract Law Committee for the American Bar Association Young Lawyer Division. He is also President of the Brazoria County Cities Association. Mr. Biedenfeld is a member of the International Association of Emergency Managers, Federal Bar Association, NIGP: The Institute for Public Procurement, and U.S. Green Building Council. He is also a member of the Columbia Historical and Brazoria County Heritage Museums.

☐ **Randy Criswell** (Incumbent). City Manager for the City of Canyon (Region 2) since 2008. Mr. Criswell has served on the TML Risk Pool Board of Trustees since 2015 and currently serves as Chair of the Underwriting and Claims Committee. He has been in public service for 28 years, with nearly 24 years as an employee of the City of Canyon. Mr. Criswell has a Bachelor of Science degree from Texas Tech University, is an active member of TCMA, having served multiple terms on the Board of Directors and Committees. He has served as the TCMA Affiliate Representative on the TML Board of Directors, is a member of ICMA, and is a Certified Public Manager.

☐ **Rick A. Schroder**. City Administrator for the City of Helotes (Region 7) since September 2008. Mr. Schroder also serves as the Executive Director for the Helotes Economic Development Corporation (EDC). Prior to his tenure as City Administrator, Rick was employed by the EDC as the Economic Development Specialist from 2006 to 2008. He graduated Magna Cum Laude from Trinity University in 2004 with a degree in Political Science, and he earned a Master of Public Service and Administration in 2006 from the George H.W. Bush School of Government and Public Service at Texas A&M University. During his coursework, he worked for a variety of public and private organizations, primarily focused on public service and government relations.

WRITE IN CANDIDATE:

_____

PLACE 12

☐ **Bert Lumbreras**. City Manager for the City of San Marcos, Texas (Region 10). Bert Lumbreras has 37 years of experience as a City Manager or an Assistant City Manager in seven Texas communities, including Austin and Waco. He currently serves as the International City/County Management Association Mountain Plains Vice President and previously served on the Board of Directors of the Texas City Management Association from 2010-2014, including President in 2012. He has a Bachelor's Degree in Political Science, with a concentration in Public Administration, and a minor in Geography and Urban Planning from Southwest Texas State University.

☐ **Kimberly Meismer**. Executive Director of General Operations for the City of Kerrville (Region 7), overseeing Human Resources, Municipal Court, Public Library, and Public Information. Ms. Meismer has over 21 years of public service, which includes serving the Cities of Kerrville and La Porte. She earned a Master's degree in Public Administration from U.T.–Arlington and a Bachelor's degree in Human Resource Management from Columbia Southern University. She is a member of the TCMA, International Public Management Association for Human Resources (IPMA-HR), Society for Human Resource Management (SHRM), San Antonio Human Resource Management Association, and is a former President of the Bay Area Human Resource Management Association. She is an IPMA-HR Senior Certified Professional and a SHRM Certified Professional.

☐ **Jana Traxler**. Human Resources Director and Risk Manager for the City of Murphy, Texas (Region 13). Jana Traxler is a municipal Human Resources Executive who is committed to being a strategic partner in municipal management, an employee advocate and a change agent. She has experience working in both local and state governments as well as experience working under a state funded contract with Hewlett Packard Enterprise Services. Prior to relocating to Murphy, Texas, she held the position of the Human Resources Labor Relations Officer for Shawnee County, Kansas. She is a graduate of the Villanova University Masters in Human Resource Development program and holds the Senior Professional in Human Resources designation.

☐ **Robert D. Wilson, Jr.** Board of Directors of the Post Oak Savannah Ground Conservation District in Milano, Texas (Region 10) for the last four years. Robert Wilson has also served on the Board of Directors for the Southwest Milam Water Supply Corporation for the past 13 years, and currently is the President. Mr. Wilson graduated from the University of Minnesota, majoring in mathematics. He was a Captain in the US Army, 1964-1968, and served in Viet Nam. He spent over 40 years in Commercial Banking, with the last 15 as Branch President of Citizens National Bank in Rockdale, Texas. Mr. Wilson has served on numerous local boards and organizations, volunteering his time to assist and improve the quality of life in Rockdale over the past 15 years. He is active in his church as a Sunday School Teacher, Deacon, and Treasurer.

WRITE IN CANDIDATE:

_____

PLACE 13

☐ **Byron Black**. (Incumbent). Board Chair, Central Appraisal District of Johnson County (Region 8). He served as Mayor of Burleson from 1998-2004, previously serving as mayor pro tem and as a Councilmember. He currently serves as Chair of the Impact Fee Committee for the City of Burleson. Mr. Black is a past board member of the Area Metro Ambulance Authority Board. He was a member of the Burleson Independent School District Board for 12 years, nine as President, and served as president of TASB. Mr. Black has served as a Board member of the TML Intergovernmental Risk Pool since 2000, serving as Vice-Chair and Chair.

☐ **Mike Jones**. Chief Appraiser/Chief Administrator of the Fannin Central Appraisal District in Bonham, Texas (Region 13). His service in the property tax profession began in February, 2006 after serving a 20-year career in the United States Air Force. He holds a Bachelor of Science in Occupational Education from Wayland Baptist University. His professional credentials include the Registered Professional Appraiser and Registered Texas Assessor/Collector Designations, a Certified Tax Administrator from the Institute of Certified Tax Administrators and a Certified Chief Appraiser from the Texas Association of Appraisal Districts and the Texas Association of Assessing Officers.

WRITE IN CANDIDATE:

_____

PLACE 14

☐ **Bert Echterling**. Mayor for the City of Robinson (Region 9) since 2015. Mr. Echterling has served as a council member for Robinson since 2006. He serves on the McLennan County Park Committee and on the Robinson Campus Improvement Committee. He is a past Board Member for the Robinson Economic Development Committee and the Robinson Chamber of Commerce. He was born and raised in Robinson, graduated from Robinson High School, and attended McLennan Community College. In 1996, he joined the family business, Echterling Builders, which he has owned since.

☐ **David J. Harris**. City Administrator for the City of Balcones Heights (Region 7) since 2014. Mr. Harris began his local government career in 1996 at Bexar County and has served 18 years in leadership of the cities of Hill Country Village (City Administrator), Schertz (Assistant City Manager), and Alamo Heights (Interim Director). He serves as Immediate Past President and on the Board of the Texas City Management Association, Secretary of TML Region 7, President of Alamo Heights Rotary Club. Mr. Harris received his BA in American Studies from Whitworth University and a MS in Urban Administration from Trinity University. He is an ICMA Credentialed Manager and a member of TCMA and ICMA.

☐ **David Rutledge**. Mayor of Bridge City (Region 16) since 2016, re-elected to a second term this past May, previously served as council member from 2005-2010 (term-limited), again in 2015, and is a representative on the Southeast Texas Regional Planning Commission (COG). Active in TML, he has been recognized as a Certified Municipal Official (CMO) the previous three years, is Vice President of TML Region 16, and serves on the TML Municipal Advocacy Committee and the Municipal Policy Summit. A mechanical engineer by profession from Lamar University in Beaumont, he serves on that university's Mechanical Engineering Advisory Council.

WRITE IN CANDIDATE:

_____

Certificate

I certify that the vote cast above has been cast in accordance with the will of the majority of the governing body of the public entity named below.

Witness my hand, this _____ day of _____, 2018.

_____ _____

Signature of Authorized Official Title

_____

Printed Name of Authorized Official

_____

Printed Name of Political Entity

The City of West University Place

A Neighborhood City

CITY COUNCIL
Susan Sample, Mayor
Wayne J. Franklin, Mayor Pro Tem
Bob Higley, Councilmember
Kellye Burke, Councilmember Mardi
Turner, Councilmember

STAFF
M. Chris Peifer, City Manager
Alan Petrov, City Attorney
Thelma Gilliam, City Secretary

DRAFT

CITY COUNCIL ACTION MINUTES

The City Council of the City of West University Place, Texas, met in a workshop and regular session on **Monday, August 27, 2018**, in the Municipal Building, 3800 University, West University Place, Texas beginning at approximately **6:00 p.m.**

Workshop Agenda was as follows:

Call to Order. Mayor Sample called the meeting to order at approximately 6:00 p.m. in the Council Chambers. Council and Staff in attendance were: Mayor Pro Tem Franklin, Councilmembers Burke, Higley, and Turner, City Manager Peifer, City Secretary Gilliam, IT Director McFarland, and Police Chief Walker.

1. **Virtual Gate Security Program**
   Matters related to a workshop to receive an update on the City's Virtual Gate Security Program. *Discuss and take any desired action.* ***Mr. Gary McFarland, IT Director and Mr. Ken Walker, Police Chief***

   Councilmember Higley moved to recess the workshop and convene into executive session in accordance with Section 551.076 of Chapter 551 of the Texas Government Code. Councilmember Turner seconded the motion. **MOTION PASSED.**

   Ayes: Sample, Franklin, Burke, Higley, Turner
   Noes: None
   Absent: None

   City Council held the executive session in the Council Chambers Conference Room where IT Director McFarland and Police Chief Walker provided an update on the Virtual Gate Security Program.

2. **Close Executive Session and Reconvene Special Meeting in Council Chambers**

   Councilmember Higley moved to close the executive session and reconvene the workshop at 6:34 p.m. Councilmember Burke seconded the motion. **MOTION PASSED.**

   Ayes: Sample, Franklin, Burke, Higley, Turner
   Noes: None
   Absent: None

   No Action Taken.

3. Adjourn Special Meeting

Councilmember Higley moved to close the workshop session. Councilmember Burke seconded the motion. **MOTION PASSED.**

Ayes: Sample, Franklin, Burke, Higley, Turner
Noes: None
Absent: None

Workshop closed at approximately 6:35 p.m.

Regular Meeting Called to Order. Mayor Sample called the regular meeting to order at approximately 6:35 p.m. in the Council Chambers. Council and Staff in attendance were: Mayor Pro Tem Franklin, Councilmembers Burke, Higley, and Turner, City Manager Peifer, Assistant City Manager/Public Works Director Beach, City Attorney Petrov, City Secretary Gilliam, Police Chief Walker, Communications Director Jett, and Finance Director Kalka

Pledge of Allegiance: Mark Cheek, Troop 266, led the Pledge.

Notice of Meeting: City Secretary Gilliam confirmed that the notice of the meeting was duly posted in accordance with the Texas Government Code, Chapter 551.

Regular Meeting Agenda items were as follows:

4. Public Comments

This was an opportunity for citizens to speak to Council relating to agenda and non-agenda items. Commenters were:

- Robert Grossman, 4103 Ruskin, spoke regarding the AT&T issue.
- Alida Drewes, 6112 Fordham, spoke regarding various issues, including AT&T facility and the purchase of police vehicles

5. Award contract for Police Vehicles

Matters related to the purchase of two (2) police vehicles. *Recommended Action: Appropriate $96,000 from the Vehicle Replacement Fund for the replacement of two (2) police patrol vehicles and ancillary equipment; award the bid to Helfman Ford in the amount of $62,290, and authorize the city manager to purchase the two police vehicles and ancillary equipment.* ***Mr. Dave Beach, Public Works Director***

Councilmember Higley moved to (1) appropriate $96,000 from the Vehicle Replacement Fund for replacement of two police patrol vehicles and ancillary equipment; (2) award the bid received from Helfman Ford in the amount of $62,290; and (3) authorize the city manager to purchase two police patrol vehicles and ancillary equipment. Mayor Pro Tem Franklin seconded the motion. **MOTION PASSED.**

Ayes: Sample, Franklin, Burke, Higley, Turner
Noes: None
Absent: None

6. Designation of Houston-Galveston Area Council Representatives

Matters related to a designating a representative and an alternate to the Houston-Galveston Area Council 2019 General Assembly. *Recommended Action: Discuss and take any desired action.* ***Mr. M. Chris Peifer, City Manager***

Councilmember Turner moved to designate Mayor Susan Sample as the representative and Councilmember Kellye Burke as the alternate for the Houston-Galveston Area Council 2019 General Assembly. Mayor Pro Tem Franklin seconded the motion. **MOTION PASSED.**

Ayes: Sample, Franklin, Burke, Turner
Noes: Higley
Absent: None

7. Consent Agenda

All Consent Agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council member requests in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

A. City Council Minutes

Approve City Council Action Minutes of August 13, 2018. *Recommended Action: Approve Minutes.* ***Ms. Thelma Gilliam, City Secretary***

Councilmember Higley moved to approve the Consent Agenda as presented. Mayor Pro Tem Franklin seconded the motion. **MOTION PASSED.**

Ayes: Sample, Franklin, Burke, Higley, Turner
Noes: None
Absent: None

8. Adjourn

With no other matters before Council, Councilmember Higley moved to adjourn the meeting at approximately 6:52 p.m. Mayor Pro Tem Franklin seconded the motion. **MOTION PASSED.**

Ayes: Sample, Franklin, Burke, Higley, Turner
Noes: None
Absent: None

Prepared by: Thelma A. Gilliam, TRMC, City Secretary Council Approval Date

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF WEST UNIVERSITY PLACE, TEXAS

AGENDA OF:	September 10, 2018	**AGENDA ITEM:**	9B
DATE SUBMITTED:	September 4, 2010	**DEPARTMENT:**	Parks and Recreation
PREPARED BY:	Thelma Gilliam City Secretary	**PRESENTER:**	Thelma Gilliam City Secretary
SUBJECT:	Resolution Appointing/Reappointing Members to Friends of West University Parks Fund, Inc., Board		
ATTACHMENTS:	1. Resolution 2. Applications for new appointees		

EXPENDITURE REQUIRED:	N/A
AMOUNT BUDGETED:	N/A
ACCOUNT NO.:	N/A
ADDITIONAL APPROPRIATION REQUIRED:	N/A
ACCOUNT NO.:	N/A

EXECUTIVE SUMMARY

The Friends of West University Parks Fund, Inc., Board (Board) is requesting approval of a resolution appointing Dan Fertig to Position 20 and Sarah Knysh to Position 9 to the Board (see attached applications). Appropriate officials have vetted the applicants and are satisfied that they will be excellent additions to the Board.

Adoption of the resolution also reappoints Stephen Jacobson (Position 10), Christi Young (Position 11), Mitra Woody (Position 18), and Kara Schaefer (Position 19) to the Board. These members have proven to be great assets to the Board and, therefore, staff is requesting that they all be reappointed.

RECOMMENDATION

Staff recommends Council approve the resolution appointing and reappointing the specified members to the Friends of West University Parks Fund, Inc., in the positions and terms outlined in the resolution.

City of West University Place
Harris County, Texas

RESOLUTION NUMBER XXXX-XX

A RESOLUTION APPOINTING AND REAPPOINTING MEMBERS TO THE BOARD OF THE FRIENDS OF WEST UNIVERSITY PARKS FUND, INC., A NON-PROFIT CORPORATION

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST UNIVERSITY PLACE:

Section 1. That the following persons are appointed/reappointed to serve as members on the Board of the Friends of West University Parks Fund, Inc., a non-profit corporation, for the specific terms of the specific positions indicated below:

APPOINTEE	**EFFECTIVE DATE**	**POSITION**	**TERM ENDING**
Sarah Knysh	September 10, 2018	Position 9	August 31, 2021
Dan Fertig	September 10, 2018	Position 20	August 31, 2021
REAPPOINTEE			
Stephen Jacobson	September 10, 2018	Position 10	August 31, 2021
Christi Young	September 10, 2018	Position 11	August 31, 2021
Mitra Woody	September 10, 2018	Position 18	August 31, 2021
Kara Schaefer	September 10, 2018	Position 19	August 31, 2021

Section 2. All resolutions and parts of resolutions in conflict herewith are hereby repealed to the extent of the conflicts only.

Section 3. If any word, phrase, clause, sentence, paragraph, section or other part of this resolution or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of this resolution and the application of such word, phrase, clause, sentence, paragraph, section or other part of this resolution to any other persons or circumstances shall not be affected thereby.

Section 4. The City Council officially finds, determines and declares that a sufficient written notice of the date, hour, place and subject of each meeting at which this resolution was discussed, considered or acted upon was given in the manner required by the Texas Open Meetings Act, as amended, and that each such meeting has been open to the public as required by law at all times during such discussion, consideration and action. The City Council ratifies, approves and confirms such notices and the contents and posting thereof.

PASSED AND APPROVED this 10th day of September, 2018.

ATTEST:

Thelma A. Gilliam, City Secretary

SIGNED:

Susan Sample, Mayor

(SEAL)

RECOMMENDED BY:

M. Chris Peifer, City Manager

APPROVED AS TO FORM:

Alan Petrov, City Attorney

CITY OF WEST UNIVERSITY PLACE

Board and Committee Membership Application

Name: Daniel Fertig Office Phone: [redacted]

Home Address: 3009 Tansley Rd. Cell Phone: [redacted]

Email Address: [redacted].com Home Phone: [redacted]

Employed By/Retired From: Conway Mackenzie
(Please Circle One)

Spouses Name: Courtney Fertig
(Please Circle One)

Employed By/Retired From: Conway Mackenzie
(Please Circle One)

Education: Southern Methodist University BBA Finance BS Math

Background, Experience, Special Talents, etc. _____

Previous Board or Committee Experience: _____

Specific Board or Committee Applied for: The Friends Board

If no Specific Board or Committee, Area of Interest: _____

Why are you interested in this board, committee or area of service? Courtney and I just moved to west U and would love to get more involved in the community

Limitations on Availability: _____

References (optional): John Young

FOR CITY USE ONLY:

Date Interviewed: _____

Qualified for (1): _____

Qualified for (2): _____

CITY OF WEST UNIVERSITY PLACE

Board and Committee Membership Application

Name: Sarah Knysh Office Phone: NA

Home Address: 4018 Marquette St Cell Phone: [redacted]

Email Address: [redacted] Home Phone: NA

Employed By/Retired From: Work from Home
(Please Circle One)

Spouses Name: Mark Knysh
(Please Circle One)

Employed By/Retired From: Citi Bank
(Please Circle One)

Education: BA, Stetson University MS, Manhattanville College

Background, Experience, Special Talents, etc.: Background in; event planning and management along with developing marketing and social media strategies.

Previous Board or Committee Experience: The past seven years have been spent volunteering at my children's preschools and St Anne's Catholic Church. Prior to moving to TX I participated on multiple company and industry committees.

Specific Board or Committee Applied for: Special projects/events, social media, admin/office

If no Specific Board or Committee, Area of Interest:

Why are you interested in this board, committee or area of service? Our family moved to West U 7 years ago because we had heard of its wonderful appeal to young families. Since having our 3 children we have spent countless hours at the West U parks and participating in community events and activities. I am looking forward to giving back my time to help others enjoy all that this community has to offer while also focusing on the future and sustainability of the West University park system.

Limitations on Availability:

References (optional): Katie Hill, Jessica Newell,